

INITIAL LICENSURE APPLICATION

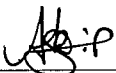
Version 11.2016

Name of Applicant: WTL Health Clinic, Inc.
Name of Facility: WTL Health Clinic, Inc.
Date Application Submitted: 12 / 19 / 18
Amount of Fee: \$1500

All questions concerning this application should be directed to the Center for Health Systems Policy and Regulation at (401) 222-2788

Please have the appropriate individual attest to the following:

"I hereby certify that the information contained in this application is complete, accurate and true."

 12 / 18 / 18
signed and dated by the President or Chief Executive Officer

Betsy M. Fabian 12/18/18
signed and dated by Notary Public

BETSY M. FABIAN
Notary Public, State of Rhode Island
My Commission Expires Sept. 24, 2019

Table of Contents:

Question Number/Appendix	Page Number/Tab Index
Q1.....	1
Q2.....	1
Q3.....	1
Q4.....	2
Q5.....	2
Q6.....	2
Q7.....	2
Q8.....	2
Q9.....	2
Q10.....	3
Q11.....	3
Q12.....	3
Q13.....	4
Q14.....	5
Q15.....	5
Q16.....	5
Q17.....	5
Q18.....	5
Q19.....	5
Q20.....	6
Q21.....	6
Q22.....	6
Q23.....	6
Q24A	6
Q24B.....	6
Q24C.....	6
Q25.....	7
Q26.....	7
Q27.....	7
Q28.....	7
Q29.....	8
Q30.....	8
Appendix A.....	9
Appendix B.....	12
Appendix C.....	14
Appendix D.....	15
Appendix E.....	17
Attachments	

1. Requested Facility License (select only 1 per application):

Organized Ambulatory Care Facility (R23-17-OACF)

2. Please provide an executive summary describing the nature and scope of the proposal which should at least include the following: (1) identification of all parties and their track record and experience, (2) the types of services to be offered, (3) operational information about the proposed facility (hours of operation, whether the site is leased or owned, geographic area to be served, estimated date of when service will start being offered, if approved), (4) whether the applicant will seek professional accreditation from a nationally recognized accrediting agency (eg. CHAP, JACHO, etc.).

(1) WTL Health Clinic, Inc. is a 501 c3 nonprofit organization and is registered with the RI Department of State. WTL Health Clinic, Inc. is an offshoot of a health ministry which the founder, Akosua Adu-Boahene, spearheads at the Empowerment Temple of the International Central Gospel Church in Pawtucket, RI. Since 2012, she has been organizing multiple health fairs at her local church and surrounding community in collaboration with local clinicians, medical students, and various health care organizations including Lifespan's Community Health Institute, Blue Cross and Blue Shield of Rhode Island, American Heart Association and American Diabetes Association. These health fairs have included health education forums, Zumba classes and health screenings. Founded in 2016, WTL Health Clinic, Inc. is well on the path to becoming a free clinic that caters to the underserved in Rhode Island.

The founder dedicated her thesis work to understanding the health needs within the community during her Master of Public Health Training at the Brown University School of Public Health and her peer-reviewed publication is the basis for the WTL Health Clinic, Inc. While she seeks to provide culturally-sensitive health services to African immigrants, her passion is to champion the holistic well-being of the underserved in Rhode Island and beyond.

(2) Services to be offered, when licensed, include Outpatient Primary Health Care Services. All patients are currently referred to Blackstone Valley Community Health Center for any medical services.

a. Not in operation.

b. The site is leased. The clinic is in Pawtucket allowing easy access to patients in Pawtucket, Central Falls, and other surrounding towns.

c. Estimated Start date: January 14th, 2019

(3) Yes. WTL Health Clinic, Inc. will seek professional accreditation from a recognized accrediting agency as needed.

3. Legal name and address of the applicant (i.e. the proposed licensee):

Name:	WTL Health Clinic, Inc.	Telephone:	(401) 663-2731
Address:	59 Prospect Street, Suite A	Zip Code:	02860

4. Information of the President or Chief Executive Officer of the applicant:

Name:	Akosua Boadiwaa Adu-Boahene	Telephone:	(401) 663-2731
Address:	400 Mineral Spring Ave, # 30, Pawtucket, RI	Zip Code:	02860
E-Mail:	admin@wtlhealthclinic.org	Fax:	N/A

5. Information for the person to contact regarding this proposal (only if different from the President/CEO in Question 4):

Name:	Telephone:
Address:	Zip Code:
E-Mail:	Fax:

6. Applicant's legal status: Corporation

Applicant's tax status: Not-For-Profit

7. Name of the proposed facility administrator, please also attach a job description for the position and a resume (with professional references & phone numbers) for this individual:

Name: Akosua Boadiwaa Adu-Boahene. Job description and resume are attached.

8. Will the facility be operated under management agreement?

Yes. Lease Agreement (Contract for business operations)—is attached.

- ☐ If response to Question 8 is "Yes", please provide copies of that agreement.

9. Will the facility offer healthcare services provided under contract with an outside party?

Yes

- ☐ If response to Question 9 is "Yes", please identify and describe those services to be contracted out.

- A) Vaccinations via Rhode Island Department of Health Community Immunizers
B) Referrals for medical and dental services via Blackstone Valley Community Health Center

10. For all plans for new construction or the renovation, alteration, extension, modification or conversion of an existing facility, the plans must be reviewed by a licensed architect acceptable to the Director. Please provide a copy of the architect’s signed certification stating that the plans comply with the construction requirements outlined in the applicable rules and regulations.

❑ In the event of non-conformance with any construction requirements for which the facility seeks variance(s), please include details of the non-conformance for which the variance(s) is sought and alternate provisions made, as well as detailing the basis upon which the request is made.

There is presently no plan for new construction or the renovation, alteration, extension, modification or conversion of the existing facility

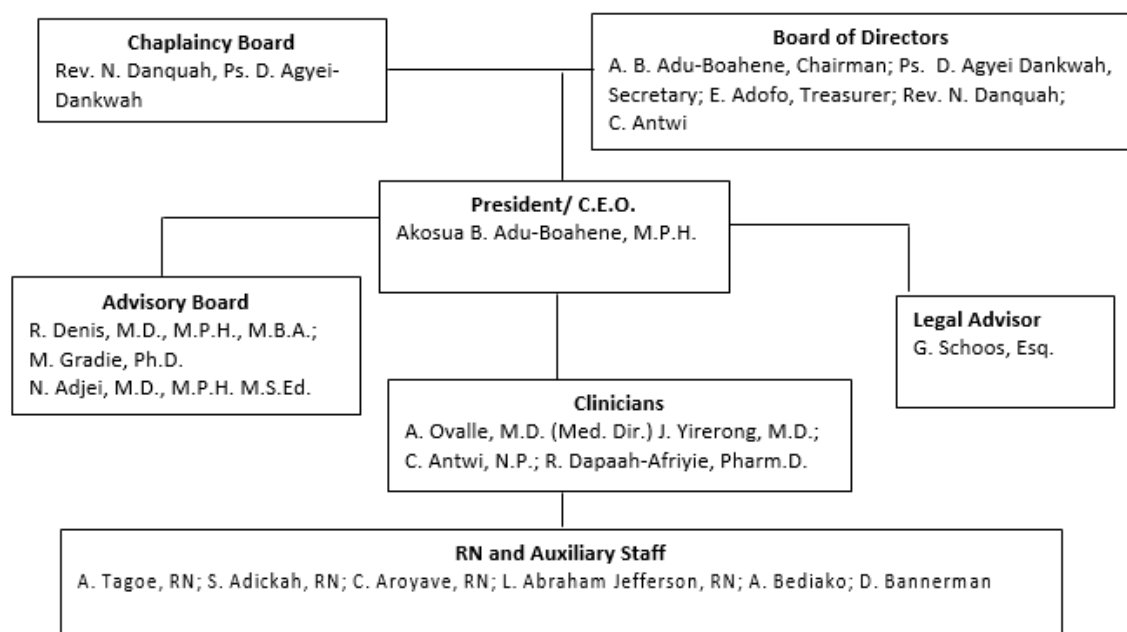
11. Please demonstrate that the facility, as proposed, will be in full compliance with all applicable rules and regulations and not require any variances (apart from any variance(s) requested for the physical facility as outlined in Question 10).

❑ If the facility finds that a literal enforcement of the provisions of any rule and regulation will result in unnecessary hardship to the applicant and that such variance(s) will not be contrary to the public interest, public health and/or health and safety of patients, please include details of the non-conformance for which the variance(s) is sought and alternate provisions made, as well as detailing the basis upon which the request is made.

WTL Health Clinic, Inc. will be in full compliance with all applicable rules and regulations and not require any variances.

12. Please provide an organizational chart identifying all “parent” legal entities with direct or indirect ownership in or control of the applicant, all “sister” legal entities also owned or controlled by the parent(s), and all “subsidiary” legal entities owned or controlled by the applicant.

Organizational Chart | WTL Health Clinic, Inc.



13. For all entities identified in response to Question 11, please provide a brief narrative clearly explaining the relationship of these entities to each other and to the applicant, including ownership.

NAME	RELATIONSHIP TO WTL HEALTH CLINIC, INC.
Akosua Boadiwaa Adu-Boahene, M.P.H.	President, C.E.O. of WTL Health Clinic, Inc.
Reverend Nana Danquah	Resident pastor of the Empowerment Temple of the International Central Gospel Church; main sponsor of WTL Health Clinic, Inc. He is on the board of directors and is a chaplain at WTL Health Clinic, Inc.
Pastor David Dankwah	Associate pastor at the Empowerment Temple of the International Central Gospel Church; main sponsor of WTL Health Clinic, Inc. He is on the board of directors and is a chaplain at WTL Health Clinic, Inc.
Evelyn Adofu	Volunteer treasurer and on the board of directors for WTL Health Clinic, Inc.
Coretta Antwi, N.P.	Volunteer clinician and on the board of directors at WTL Health Clinic, Inc.
Geoff Schoos, Esq.	Provides legal services for WTL Health Clinic, Inc. pro bono
Naomi Adjei, M.D., M.P.H., M.S.Ed.	Is on the WTL Health Clinic's advisory board
Rimsky Denis, M.D., M.P.H., M.B.A.	Is on the WTL Health Clinic's advisory board
Anais Oville, M.D.	Volunteer medical director at WTL Health Clinic, Inc.
Juliet Yirerong, M.D.	Volunteer clinician at WTL Health Clinic, Inc.
Ruth Dapaah-Afriyie, Pharm. D.	Volunteer pharmacist at WTL Health Clinic, Inc.
Angela Bediako	Licensed mental health worker and vocational specialist and volunteers as a social worker at WTL Health Clinic, Inc.
Dominique Bannerman	Medical assistant and volunteers at the WTL Health Clinic, Inc.
Sharon Adickah, R.N.	Registered nurse and volunteers at the WTL Health Clinic, Inc.
Annabell Tagoe, R.N.	Registered nurse and volunteers at the WTL Health Clinic, Inc.
Claudia Aroyave, R.N.	Registered nurse and volunteers at the WTL Health Clinic, Inc.
Lolo Abraham Jefferson, R.N.	Registered nurse and volunteers at the WTL Health Clinic, Inc.

All individual listed above hold active Rhode confirm that all individuals who will be providing health care services at the clinic will hold active Rhode Island licenses in good standing on or before the start date of this proposal.

14. Does the entity seeking licensure plan to participate in Medicare or Medicaid (Titles XVIII or XIX of the Social Security Act)?

MEDICARE: No

MEDICAID: No

☐ If response to Question 12, for either Medicare and/or Medicaid is 'No', please explain. WTL Health Clinic, Inc. provides free clinical services to the underinsured and uninsured.

15. If the proposed owner, operator or director of the proposed health care facility owned, operated or directed a health care facility (both within and outside Rhode Island) within the past three years, please demonstrate the record of that person(s) with respect to access of traditionally underserved populations to its health care facilities.

The director of WTL Health Clinic, Inc. has not owned, operated or directed a health care facility (both within and outside Rhode Island) within the past three years.

16. Please provide a copy of proposed charity care policies and procedures and charity care application form.

Charity Care Policy for WTL Health Clinic is attached.

17. Please identify the proposed immediate and long-term plans of the applicant to ensure adequate and appropriate access to the program and health care services to be provided by the proposed health care facility to traditionally underserved populations.

WTL Health Clinic, Inc. is a free clinic and has a partnership with Blackstone Valley Community Health Care, a safety-net facility. WTL Health Clinic, Inc. is in communication with Family Medicine and Internal Medicine Residency Programs, Schools of Public Health and Medicine to help provided services to traditionally underserved populations.

18. Will the facility provide healthcare services (for which it is seeking licensure) to patients without discrimination, including the patients' ability to pay for services? Yes

☐ If response to Question 17 is "No", please explain.

19. Please identify any state or federal licensure or certification citations and/or enforcement actions taken against the applicant and their affiliates within the past 3 years and the status or disposition of each.

No citations or enforcement actions have been taken against WTL Health Clinic, Inc. within the past 3 years.

20. Please provide a list of pending or adjudicated citations, violations or charges against the applicant and their affiliates brought by any governmental agency or accrediting agency within the past 3 years and the status or disposition of each.

No citations or enforcement actions have been taken against WTL Health Clinic, Inc. within the past 3 years.

21. Please provide a list of any investigations by federal, state or municipal agencies against the applicant and their affiliates within the past 3 years and the status or disposition of each.

No citations or enforcement actions have been taken against WTL Health Clinic, Inc. within the past 3 years.

22. Please identify any planned actions of the applicant to reduce, limit, or contain health care costs and improve the efficiency with which health care services are delivered to the citizens of this state.

By providing services to an underserved population WTL Health Clinic, Inc. can reduce costs by identifying health problems at an early stage and prevent unnecessary use of the emergency department.

23. Please provide a copy of the Quality Assurance Policies (for the proposed services) and a detailed explanation of how quality assurance for patient services will be implemented at the proposed facility.

Quality Assurance Policy is attached.

24. Please provide a detailed description about the amount and source of the equity and debt commitment for this transaction. (**NOTE:** If debt is contemplated as part of the financing, please complete Appendix C). Additionally, please demonstrate the following:

A. The immediate and long-term financial feasibility of the proposed financing plan;
WTL Health Clinic Inc.'s immediate sponsor is the Empowerment Temple of the International Central Gospel Church. Current services are being provided on a voluntary basis. Long-term sponsorship will be obtained through grants and donations, including the Rhode Island Foundation

B. The relative availability of funds for capital and operating needs; and
WTL Health Clinic Inc.'s immediate sponsor is the Empowerment Temple of the International Central Gospel Church. Current services are being provided on a voluntary basis. Long-term sponsorship will be obtained through grants and donations, including the Rhode Island Foundation

C. The applicant's financial capability;
WTL Health Clinic Inc.'s immediate sponsor is the Empowerment Temple of the International Central Gospel Church. Current services are being provided on a voluntary basis. Long-term sponsorship will be obtained through grants and donations, including the Rhode Island Foundation

25. Please provide legally binding evidence of site control (e.g., deed, lease, option, etc.) sufficient to enable the applicant to have use and possession of the subject property.

Lease is attached.

26. Please identify any zoning approvals that may be required in order to implement this proposal and the applicant's actions taken to date to obtain such approvals.

Medical office Suite for WTL Health Clinic, Inc. is within an approved medical office building.

27. Please provide pictures and schematics of the proposed facility in sufficient detail to show use and dimensions of the space.

Pictures and Schematics are attached.

28. Please provide each of the following documents applicable to the applicant's legal status:

- ☐ Certificate and Articles of Incorporation and By-Laws (for corporations) are attached.

29. If the applicant or one of its parent companies (or ultimate parent) is not a publicly traded corporation, please provide the audited financial statements for the most recent three years, if applicable.

WTL Health Clinic, Inc. is not a publicly traded corporation.

FINANCIAL STATEMENT FOR WTL Health Clinic, Inc.			
	Ramp up Year 2018	First Full Fiscal Year 2019	Second Full Fiscal Year 2020
REVENUES:			
Net Patient Revenue	\$0	\$0	\$0
Other: (Church, Grants, Donations)	\$35,000	\$41,000	\$43,000
Total Revenue	\$35,000	\$41,000	\$43,000
EXPENSES:	\$	\$	\$
Payroll w/Fringes	\$0	\$0	\$0
Bad Debt	\$5000	\$5000	\$5000
Supplies	\$6000	\$7000	\$8000
Office Expenses	\$4000	\$4500	\$4500
Utilities	\$3600	\$5000	\$5000
Insurance	\$0	\$0	\$0
Interest	\$N/A	\$N/A	\$N/A
Depreciation/Amortization	\$N/A	\$N/A	\$N/A
Leasehold Expenses	\$ 13200	\$13200	\$13200
Rent Adjustment	\$200	\$400	\$600
Cleaning Charges	\$1500	\$3000	\$3000
Insurance	\$300	\$1000	\$1500
Indemnity	\$100	\$1500	\$1500
Other: (_____)	\$N/A	\$N/A	\$N/A
Other: (_____)	\$N/A	\$N/A	\$N/A
Total Expenses	\$33,900	\$40,600	\$42,300
OPERATING PROFIT:	\$1,100	\$400	\$700

30. If the applicant or one of its parent companies (or ultimate parent) is a publicly traded corporation, please provide copies of its most recent SEC 10K filing.

WTL Health Clinic, Inc. is not a publicly traded corporation. Form 990-N is attached.

31. All applicants please complete Appendixes A, D, and E.

Appendix A

1. Please indicate the financing mix for the capital cost of this proposal, if applicable. **NOTE:** the Health Services Council's policy requires a minimum 20 percent equity investment.

Source	Amount	Percent	Interest Rate	Terms (Yrs.)
Equity*	\$ 50,000	100%		
Debt**	\$ 0	0%	%	
Lease	\$ 0	0%	%	
TOTAL	\$ 50,000	100%		

* Equity means non-debt funds contributed towards the capital cost related to a change in owner or change in operator of a healthcare facility which funds are free and clear of any repayment or liens against the assets of the proposed owner and/or licensee and that result in a like reduction in the portion of the capital cost that is required to be financed or mortgaged.

** If debt financing is indicated, please complete Appendix C.

2. Please identify the total number of FTEs (full time equivalents) and the associated payroll expense (with fringe benefits) required to staff this proposal.

	RAMP UP YEAR 2018		FIRST FULL FISCAL YEAR 2019	
Personnel	Number of FTEs	Payroll W/Fringes	Number of FTEs	Payroll W/Fringes
Medical Director	#1	\$0	#1	\$0
Physicians	#4	\$0	#10	\$0
Administrator	#1	\$0	#2	\$0
Director of Nursing	# N/A	\$ N/A	#N/A	\$0
RNs	#5	\$0	#10	\$0
LPNs	#N/A	\$ N/A	#N/A	\$ N/A
Nursing Aides	#N/A	\$ N/A	#N/A	\$ N/A
PTs	#N/A	\$ N/A	#N/A	\$ N/A
OTs	#N/A	\$ N/A	#N/A	\$ N/A
Speech Therapists	#N/A	\$ N/A	#N/A	\$ N/A
Clerical	#3	\$0	#5	\$0
Housekeeping	#N/A	\$ N/A	#2	\$500
Other: (Medical Students)	#3	\$ 0	#10	\$0
TOTAL:	#17	\$0	#40	\$500

WTL Health Clinic Inc. will be providing services on a voluntary basis.

Appendix A (cont.)

3. All applicants must complete Table A. Please include the data for the ramp up year and first full year after implementation. Please provide both the amounts and percentages for each category.

Table A (All Applicants)

	RAMP UP YEAR 2018				FIRST FULL FISCAL YEAR 2019			
PAYOR SOURCE	Units of Service Number of Patients (specify 20)		NET PATIENT REVENUE		Units of Service Number of Patients (specify 50)		NET PATIENT REVENUE	
	#	%	\$	%	#	%	\$	%
Medicare	# 0	0%	\$ 0	0%	# 0	0%	\$0	0 %
Medicaid	# 0	0%	\$ 0	0%	# 0	0%	\$0	0%
Blue Cross	# 0	0%	\$ 0	0%	# 0	0%	\$0	0%
Commercial	# 0	0%	\$ 0	0%	# 0	0%	\$0	0%
HMOs	# 0	0%	\$ 0	0%	# 0	0%	\$0	0%
Workers' Comp.	# 0	0%	\$ 0	0%	# 0	0%	\$0	0%
Self-Pay	# 0	0%	\$ 0	0%	# 0	0%	\$0	0%
Other: (_____)	# 0	0%	\$ 0	0%	# 0	0%	\$0	0%
TOTAL:	# 0	0%	\$ 0	0%	# 0	0%	\$0	0%
Charity Care*	# 20	100%	\$0	0%	# 50	100%	\$0	0%

WTL Health Clinic, Inc. will be providing free care to all patients and thus will not bill for services.

* Charity care does not include bad debt and is based on costs (not charges).

Appendix A (cont.)

4. Please complete the following projected income statements for the first three years after implementation. Round all amounts to the nearest dollar.

PRO-FORMA FOR WTL Health Clinic, Inc.			
	Ramp up Year 2018	First Full Fiscal Year 2019	Second Full Fiscal Year 2020
REVENUES:			
Net Patient Revenue	\$0	\$0	\$0
Other: (Church, Grants, Donations)	\$35,000	\$41,000	\$43,000
Total Revenue	\$35,000	\$41,000	\$43,000
EXPENSES:	\$	\$	\$
Payroll w/Fringes	\$0	\$0	\$0
Bad Debt	\$5000	\$5000	\$5000
Supplies	\$6000	\$7000	\$8000
Office Expenses	\$4000	\$4500	\$4500
Utilities	\$3600	\$5000	\$5000
Insurance	\$0	\$0	\$0
Interest	\$N/A	\$N/A	\$N/A
Depreciation/Amortization	\$N/A	\$N/A	\$N/A
Leasehold Expenses	\$ 13200	\$13200	\$13200
Rent Adjustment	\$200	\$400	\$600
Cleaning Charges	\$1500	\$3000	\$3000
Insurance	\$300	\$1000	\$1500
Indemnity	\$100	\$1500	\$1500
Other: (_____)	\$N/A	\$N/A	\$N/A
Other: (_____)	\$N/A	\$N/A	\$N/A
Total Expenses	\$33,900	\$40,600	\$42,300
OPERATING PROFIT:	\$1,100	\$400	\$700

Number of Patients:	20	50	80
Number of Visits:	40	100	160

(TO BE COMPLETED BY THE APROPRIATE STATE AGENCY)

Appendix B

Rhode Island Department of Health
Center for Health Systems Policy and Regulation

WTL Health Clinic, Inc. is a new facility and has no license number to complete a compliance report yet.

Compliance Report

(Name of Applicant)_____ has applied for licensure as a healthcare facility in Rhode Island. As part of the regulatory requirements to determine the character, competence and other quality related information of the applicant, the Center for Health Systems Policy and Regulation is requesting the following information regarding the health care facilities operated by or affiliated with the applicant, as listed on the attached sheet.

Please answer the following questions.

1. Are the agencies/facilities currently licensed and in substantial compliance with all applicable codes, rules and regulations? Yes___ No___

If the answer to #1 is "NO", please identify the facility(ies) and briefly explain the licensure status.

2. Has there been any enforcement actions against these agencies/facilities in the past three years? Yes___ No___

If the answer to #2 is "YES", please identify the facility(ies) and include any information relevant to those enforcement actions (reason for action, stipulation, fine, etc.). In addition, please furnish a brief description of the outcome of the most recent survey, including any deficiencies cited. Additional pages may be attached, if needed.

Reviewer's Name: _____ Title: _____

Department: _____ State: _____

Telephone _____ E-mail _____

Reviewer's Signature: _____ Date: _____

If you have any questions, please contact Paula Pullano at (401) 222-2788 or e-mail, Paula.Pullano@health.ri.gov. Please return the completed form within 15 days to Paula.Pullano@health.ri.gov or to the address below:

Appendix C

Debt Financing

All applicants proposing debt financing must complete this Appendix.

WTL Health Clinic, Inc. is not proposing debt financing.

Applicants contemplating the incurrence of a financial obligation for full or partial funding of the proposal must complete and submit this appendix.

1. Please describe the proposed debt by completing the following:
 - a.) type of debt contemplated _____
 - b.) term (months or years) _____
 - c.) principal amount borrowed _____
 - d.) probable interest rate _____
 - e.) points, discounts, origination fees _____
 - f.) compensating balance or reserved fund _____
 - g.) likely security _____
 - h.) disposition of property (if a lease is revoked) _____
 - i.) prepayment penalties or call features _____
 - j.) front end costs (e.g. underwriting spread, feasibility study, legal and printing expense, points etc.) _____
 - k.) debt service reserve fund _____
2. If this proposal involves refinancing of existing debt, please indicate the original principal, the current balance, the interest rate, the years remaining on the debt and a justification for the refinancing contemplated.
3. Please present a debt service schedule for the chosen method of financing, which clearly indicates the total amount borrowed and the total amount repaid per year. Of the amount repaid per year, the total dollars applied to principal and total dollars applied to interest must be shown.

Appendix D

Disclosure of Ownership and Control Interest

All applicants must complete this Appendix

Please answer the following questions by checking either 'Yes' or 'No'. If any of the questions are answered 'Yes', please list the names and addresses of individuals or corporations.

1. Will there be any individuals (or organizations) having a direct (or indirect) ownership or control interest of 5 percent or more in the applicant, that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX of the Social Security Act?

No

2. Will there be any directors, officers, agents, or managers of the applicant (or facility) who have ever been convicted of a criminal offense related to their involvement in such programs established by Titles XVIII, XIX of the Social Security Act?

No

4. Are there (or will there be) any individuals employed by the applicant (or facility) in a managerial, accounting, auditing, or similar capacity who were employed by the applicant's fiscal intermediary within the past 12 months (Title XVIII providers only)?

No

5. Will there be any individuals (or organizations) having direct (or indirect) ownership interests, separately (or in combination), of 5 percent or more in the applicant (or facility)? (Indirect ownership interest is ownership in any entity higher in a pyramid than the applicant)

No

(Note, if the applicant is a subsidiary of a "parent" corporation, the response is 'Yes')

6. Will there be any individuals (or organizations) having ownership interest (equal to at least 5 percent of the facility's assets) in a mortgage or other obligation secured by the facility?

No

7. Will there be any individuals (or organizations) that have an ownership or control interest of 5 percent or more in a subcontractor in which the applicant (or facility) has a direct or indirect ownership interest of 5 percent or more. (Also, please identify those subcontractors.)

No

8. Will there be any individuals (or organizations) having a direct (or indirect) ownership or control interest of 5 percent or more in the applicant (or facility), who have been direct (or indirect) owners

or employees of a health care facility against which sanctions (of any kind) were imposed by any governmental agency?

No

9. Will there be any directors, officers, agents, or managing employees of the applicant (or facility) who have been direct (or indirect) owners or employees of a health care facility against which any sanctions were imposed by any governmental agency?

No

Appendix E

Ownership Information

All applicants must complete this Appendix

1. List all officers, members of the board of directors, and trustees of the applicant and/or ultimate parent entity. For each individual, provide their home and business address, principal occupation, position with respect to the applicant and/or ultimate parent entity, and amount, if any, of the percentage of stock, share of partnership, or other equity interest that they hold.

Name	Home Address	Business Address	Principal Occupation	Position with WTL Health Clinic, Inc.
Akosua Boadiwaa Adu-Boahene	400 Mineral Spring Ave, # 30, Pawtucket, RI 02860	WTL Health Clinic, Inc. 59 Prospect Street, Suite A, Pawtucket RI 02860	Volunteer Director	President/CEO/Chairman of Board of Directors
Reverend Nana Danquah	15 Vincent Avenue, Worcester MA 01603	ICGC Empowerment Temple, P.O. Box 40456, Providence RI 02940	Resident Pastor	Chaplain/ Member of Board of Directors
Pastor David Dankwah	400 Mineral Spring Ave, # 30, Pawtucket, RI 02860	ICGC Empowerment Temple, P.O. Box 40456, Providence RI 02940	Associate Pastor	Chaplain/ Member of Board of Directors
Evelyn Adofo	450 Providence Street, Unit 24, West Warwick RI 02893	Mobilex USA 109 Rhode Island Rhode #3A, Lakeville, MA 02347	Ultra Sound Technologist	Member of Board of Directors
Coretta Antwi	18 Springdale Ave, North Providence, RI 02905	PACE Organization of RI, 225 Chapman Street, Providence, RI 02905	Nurse Practitioner	Member of Board of Directors/ Volunteer Nurse Practitioner

2. For each individual listed in response to Question 1 above, list all (if any) other health care facilities or entities within or outside Rhode Island in which he or she is an officer, director, trustee, shareholder, partner, or in which he or she owns any equity or otherwise controlling interest. For each individual, please identify: A) the relationship to the facility and amount of interest held, B) the type of facility license held (e.g. nursing facility, etc.), C) the address of the

facility, D) the state license #, E) Medicare provider #, F) any professional accreditation (e.g. JACHO, CHAP, etc.), and G) complete Appendix B ‘Compliance Report’ and submit it to the appropriate state agency (not applicable for Rhode Island facilities).

None of the individuals listed in response to Question 1 above is an officer, director, trustee, shareholder, partner, or owns any equity or controlling interest in another health care facility.

3. If any individual listed in response to Question 1 above, has any business relationship with the applicant, including but not limited to: supply company, mortgage company, or other lending institution, insurance or professional services, please identify each such individual and the nature of each relationship.

None of the individuals listed in response to Question 1 above has any business relationship as a supply company, mortgage company, or other lending institution, insurance or professional services.

4. Have any individuals listed in response to Question 1 above been convicted of any state or federal criminal violation within the past 20 years? No

☐ If response to Question 4 is ‘Yes’, please identify each person involved, the date and nature of each offense and the legal outcome of each incident.

5. Please list all licensed healthcare facilities (in Rhode Island or elsewhere) owned, operated or controlled by any of the entities identified in response to Question 12 of the application. For each facility, please identify: A) the entity, applicant or principal involved, B) the type of facility license held (e.g. nursing facility, etc.), C) the address of the facility, D) the state license #, E) Medicare provider #, F) any professional accreditation (e.g. JACHO, CHAP, etc.), and G) complete Appendix B ‘Compliance Report’ and submit it to the appropriate state agency (not applicable for Rhode Island facilities).

None of the entities identified in response to Question 12 of the application own, operate or control any licensed healthcare facility.

6. Have any of the facilities owned, operated or managed by the applicant and/or any of the entities identified in Question 5 above during the last 5-years had bankruptcies and/or were placed in receiverships?

No

☐ If response to Question 6 is ‘Yes’, please identify the facility and its current status.



LIST OF ATTACHMENTS (IN ORDER)

QUESTION NO.	DESCRIPTION OF ATTACHMENT
7	Job Description for Administrator
7	Resume for Administrator
8	Lease Agreement
9	Agreement Between Blackstone Valley Health Care and WTL Health Clinic Inc.
16	Charity Care Policy
16	Charity Care Application Form
23	Quality Assurance Policy
27	Pictures of WTL Health Clinic Facility
27	Schematics of WTL Health Clinic Facility
28	Articles of Incorporation
28	2018 Annual Report
28	By-Laws
28	Form 990-N

DOING GOOD & HEALING ALL

Administrator | Job Description

Create and oversee goals related to company and patient volume

Communicate monthly and quarterly goals to all employees and adjunct staff

Create scheduling procedures and protocols to ensure that all departments are adequately covered at all times

Meet with Physicians, Nurses and other health care staff to determine their concerns and needs on an ongoing basis

Find ways to reduce overall costs while maintaining consistent patient services

Institute hiring procedures that attract and retain the top talent in the health care industry

Oversee marketing and advertising efforts on behalf of the health care center

Ensure compliance with regulatory bodies and requirements as well as in-house expectations

Akosua B. Adu-Boahene, M.P.H.

400 Mineral Spring Ave, #30, Pawtucket RI 02860 | admin@wtlhealthclinic.org | Cell: (401) 663-2731

EDUCATION

Brown University School of Public Health | Health Services Track | MPH Providence, RI 2016

Knox College | College Honors Track | BA Galesburg, IL 2006

A comparative study of malaria and TB in Ghana. The extent of Patients' Adherence to

Prescribed Orthodox Medication Routines

- Conducted field research in Ghana, West Africa, using questionnaires and qualitative methods

SOFTWARE EXPERIENCE

STATA

NVivo

Microsoft Excel

Microsoft Access

Microsoft Powerpoint

Microsoft Word

Photoshop

WordPress

AWARDS

Watson Institute of International and Public Affairs, Brown University, Affiliated Fellow Providence RI, 2017-present
Humanitarian Innovation Initiative

- Help to improve the effectiveness and accountability of disaster preparedness, Humanitarian response, and post-emergency reconstruction through research and Educational programming

Hasbro Children's Hospital, Injury Prevention Scholar Providence, RI 2015

- Completed *Case Studies in Maternal & Child Health* class at the Brown School of Public Health
- Put together an educational video on Childhood Lead Poisoning
- Educated families and communities on Injury Prevention

Clinica Esperanza Hope Clinic, Certificate of Participation in *Vida Sana* (Healthy Living) Program Pawtucket, RI 2013

- Completed an 8-week training as a Health Leader in my community

PUBLICATIONS

Health Needs Assessment for West African Immigrants in Greater Providence Providence, RI 2017

Adu-Boahene AB, Laws MB, & Dapaah-Afriyie K. Rhode Island Medical Journal.

2017; 100(1):47-50

- M.P.H. Thesis Project & mixed methods study

Multiple Local and Distant Clear Cell Meningioma Recurrences Following Resection of an Occipital Parafalcine Clear Cell Meningioma in a Female Child. Lexington, KY 2009

Akosua B. Adu-Boahene & Jodi L. Smith Ph.D., M.D. Riley Children's Hospital & IUSM, Indianapolis, IN Jul, 2008

- Won 1st Place Award, Spotlight on Pediatric Research Clinical Vignette Competition at Kentucky Children's Hospital

The Association of Monthly Preterm Birth Rates in the US with Concentrations of Nitrates Indianapolis, IN 2007

And Pesticides in Surface Water. Paul D Winchester M.D., Akosua B Adu-Boahene, Alex K Williamson, Ying Jun, Ph.D. and Sarah L Kosten. Reference: 2007 Pediatric Academic Societies Meeting Toronto, Canada (Abstract # 751294), May 2007

Akosua B. Adu-Boahene, M.P.H.

400 Mineral Spring Ave, #30, Pawtucket RI 02860 | admin@wtlhealthclinic.org | Cell: (401) 663-2731

RESEARCH WORK EXPERIENCE

- Providence VA Medical Center/Ocean State Research Institute**, Project Coordinator **Providence, RI 2018-present**
Validation of patient-reported outcome measures for female veterans with upper limb amputation
- Perform project management, recruiting, tracking data, item generation, cognitive interview debriefing, qualitative data analysis
- Brown University School of Public Health/ RI Department of Health**, Research Assistant **Providence, RI 2015-2016**
- Analyzed data and tracked federally required home-visiting benchmarks
- Hasbro Children's Hospital, Virtual Home Visit**, Clinical Research Assistant **Providence, RI 2015**
- Compiled database of resources pertaining to child health in the Rhode Island community
- Women and Infants Hospital, Dept. of Pediatrics**, Clinical Research Assistant **Providence, RI, 2012-2014**
- Administered intervention materials and questionnaires to parents of infants
 - Recruited research participants, collected and tracked data
 - Took down patient histories and measured infant weight, head circumference and Length at the Follow-up clinic.
- University of Kentucky, Dept. of Neuroscience**, Clinical Research Assistant **Lexington, KY 2009-2010**
- Collated and tracked psychosocial data from 500+ patient charts
 - Conducted telephone interviews with patients on a study for the association of Tobacco use and BMI on the need for re-operation for herniated lumbar disc
 - Conducted literature for the study

COMMUNITY ENGAGEMENT EXPERIENCE

- WTL Health Clinic, Inc.**, Founder and Volunteer Director **Pawtucket, RI 2016-Present**
- Partner with Blackstone Valley Community Health Care to provide Primary care to the underserved in Rhode Island
 - Recruit volunteer clinicians and institutions for health education And screenings
- Lifespan Community Health Institute**, Community Liaison **Providence, RI 2016**
- Conducted community-based forums for community health needs assessment for Rhode Island Hospital and Miriam Hospitals in Rhode Island
- Rhode Island Parent Information Network**, Health Navigator **Cranston, RI 2014-2016**
- Enrolled individuals and families into the Affordable Care Act

CLINICAL LABORATORY EXPERIENCE

- Good Samaritan Hospital, University of Kentucky**, Phlebotomist **Lexington, KY 2011**
- Performed in-patient and out-patient venipunctures and processed human specimen

Akosua B. Adu-Boahene, M.P.H.

400 Mineral Spring Ave, #30, Pawtucket RI 02860 | admin@wtlhealthclinic.org | Cell: (401) 663-2731

REFERENCES

- **Michael Fine, MD**
Senior Population Health and Clinical Officer
Blackstone Valley Community Health Care
39 East Avenue, Pawtucket RI
Email: mfine@bvchc.org
Phone: (401) 617-4780
- **Michael Laws, PhD**
Assistant Professor of Health Services, Policy and Practice
Brown University School of Public Health
121 South Main Street Providence RI
Email: Michael_barton_laws@brown.edu
Phone: (401) 863-6977
- **Annie Gjelsvik, PhD**
Assistant Professor of Epidemiology Assistant
Professor of Pediatrics Hassenfeld Faculty Scholar, Hassenfeld Child Health Innovation Institute Associate
Director of the MPH Program
Brown University School of Public Health
Email: annie_gjelsvik@brown.edu
Phone: (401) 863-2396

LEASE AGREEMENT

This LEASE is made and entered into as of, by and between **SHIVA REALTY, LLC**, a Rhode Island limited liability company (the "Lessor"), and WTL Health Clinic, Inc., a Rhode Island Non-profit corporation (the "Lessee").

GRANT, TERM AND RENT

1.1 Demised Premises. In consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of Lessee and Guarantor to be observed and performed, Lessor hereby leases to Lessee, and Lessee leases from Lessor, the following premises: a portion of the real estate located at 59 Prospect Street, Pawtucket, Rhode Island, together with the right to use in common, with others entitled thereto, the hallways, stairways, elevators, and lavatories, all as more specifically set forth and described on Exhibit 1.1 attached hereto collectively, the "Leased Premises"

1.2 Use of Premises. The Leased Premises are to be used for medical office and for such other purposes not inconsistent with applicable law or this Lease reasonably related to the operation of a medical sales office (collectively, the "Permitted Use"), and for no other purpose without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. The Permitted Use does not violate the provisions of any material zoning or building law, code or ordinance in effect and applicable with respect to the Leased Premises or shall be permitted as a valid prior non-conforming use. The Lessee acknowledges that no trade or occupation shall be conducted in the Leased Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal bylaw or ordinance in force in the city of Pawtucket, Rhode Island. Without limiting the generality of the foregoing (a) the Lessee shall not bring or permit to be brought or kept in or on the Leased Premises or elsewhere on the Lessor's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance; and (b) the Lessee shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act ("ADA") resulting from any renovations, change in business operations or other activities of Lessee.

1.3 Term.

(a) Initial Term. The initial term of this Lease shall be for three (3) years, commencing as of the 1st day of November 2017, and ending on the last day of October 2020 (the "Initial Term").

(b) Renewals. The Lessee shall have the option to renew the Lease for additional five (5) year terms by providing Lessor with one hundred twenty days (120) written notice prior to the expiration of the Initial Term of Lessee's intent to renew the Lease.

Rent. Subject to the rent adjustment in Section **Error! Reference source not found.** below, Lessee agrees to pay to lessor an annual base rental of (\$ 13200) Thirteen Thousand Two Hundred Dollars, payable in advance in equal monthly installments of One Thousand One Hundred (\$ 1100) Dollars, subject to proration in the case of any partial

calendar month (the "Base Rent"). Unless otherwise provided herein, Rent shall include all utilities and taxes attributable to the Leased Premises. All rent shall be payable without offset or deduction. If any installment of rent or any other sum payable hereunder remains unpaid for a period of ten (10) days, in addition to all other rights and remedies available to Lessor, the Lessee shall pay to the Lessor, in addition to all amounts then due, a late charge equal to one and one-half percent of the amount due for each month or portion thereof.

1.4b: Lessee will pay an additional cleaning charge of \$60 per month. This would include one cleaning every week.

1.5 Rent Adjustment.

(a) Commencing on the first anniversary of the Lease (November I, 2018), and for each year thereafter during the Initial Term, Base Rent shall be \$14400 per year

1.6 Quiet Enjoyment. Lessor covenants that Lessee, upon paying the rent as herein reserved and performing all the covenants and agreements contained on the part of Lessee, may quietly enjoy the Leased Premises.

ARTICLE 2: TAXES

2.1 Lessee's Obligations. Lessee covenants that it shall timely pay all inventory tax and all tangible personal property taxes to the extent assessed against the personal property located on the Leased Premises and used in the conduct of the business therein.

2.2 Lessor's Obligations. Lessor shall pay all real estate taxes on the Leased Premises during the Term.

ARTICLE 3: UTILITIES

The Parties agree that the Base Rent includes, water, snow removal on the walkways, parking lot and all refuse disposal, excluding medical waste. Lessor shall have no obligation to provide utilities or equipment. Lessee shall be responsible for arranging telephone service for the Leased Premises. In the event the Lessee requires additional utilities or equipment, the installation and maintenance thereof shall be the Lessee's sole cost and expense, provided that such installation shall be subject to the written consent of the Lessor.

ARTICLE 4: INSURANCE AND INDEMNITY

4.1 Lessee's Insurance.

(a) Lessee, during the term of this Lease, shall carry comprehensive public liability insurance in the amount of not less than one million dollars with property damage insurance in limits sufficient to fully insure any and all of Lessee's property and other personal property therein. Lessee shall deposit with Lessor certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All policies as aforesaid shall contain a provision that the insurer will not cancel or decrease the insurance without first giving to Lessor ten (10) days prior written notice. The insurance coverage required under this Section shall

be written by insurers reasonably satisfactory to Lessor. A copy of the policy or policies or a certificate of insurance shall be delivered to Lessor. **Lessor shall be named as an additional insured to all insurance policies.**

(b) Lessee shall not permit any use of the Leased Premises that will make voidable any insurance on the property of which the Leased Premises are a part or on the contents of said property, or which shall be contrary to any law or regulation from time to time established by the New England Fire Rating Association, or any similar body succeeding to its powers. The Lessee on demand shall reimburse the Lessor, and any and all other tenants, all extra insurance premiums caused by the Lessee's use of the premises.

4.2 Indemnification of Lessor. Lessee covenants and agrees to indemnify and keep Lessor harmless at all times against all loss, cost, expenses, and damages under any claim by any person or corporation based on, or in any way growing out of, the use, maintenance, control, or occupation of the Leased Premises, unless said damage or claim is caused by or arises out of the negligence of Lessor. Lessee further covenants to indemnify and keep harmless Lessor against any lien, fine, loss, cost, damages, and expenses caused by any refusal or neglect on the part of Lessee to comply with any governmental decree, regulation, order, statute, or ordinance, present or future, in any way affecting the leased premises or the appurtenances thereto.

ARTICLE 5: MAINTENANCE, IMPROVEMENTS, AND REMOVAL BY LESSEE

5.1 Maintenance by Lessee. Lessee shall, at Lessee's expense, perform any and all maintenance and repairs necessary to keep the Leased Premises in good order and repair, including the replacement of plate glass and the setting of plate glass in windows and doors, and the maintenance of all fixtures, piping, water, electrical, and plumbing equipment, and all other apparatus of every name, nature, and description used by Lessee in the operation of its business. Lessee shall not permit the Leased Premises to be damaged, stripped, defaced or suffer any waste, normal wear and tear excepted. The Lessee shall save the Lessor harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the Leased Premises, unless such loss is caused by the neglect of the Lessor. The removal of snow and ice from the sidewalks bordering upon and on the Leased Premises shall be Lessee's responsibility.

5.2 Improvements. Lessee shall have the right, at its own cost and expense, to effect leasehold improvements; provided, however, that no leasehold improvements shall be made without Lessee first obtaining the consent of Lessor in writing thereof, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall not post any sign on the Leased Premises without the prior written consent of Lessor, other than those signs required to be posted by applicable law, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall not permit any mechanic's liens, or similar liens, to remain upon the Leased Premises for labor and material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee and shall cause any such lien to be released of record forthwith without cost to Lessor. Any alterations or improvements made by the Lessee shall become the property of the Lessor at the termination of occupancy as provided herein and shall not be removed by Lessee

provided, however, that any such alterations or improvements that constitute business equipment or trade fixtures that can be removed from the Premises may be removed by Lessee at any time so long as no default exists hereunder and Lessee shall leave the Premises in reasonable condition and repair.

5.3 Removal by Lessee; Condition of Premises. At the expiration or sooner termination of this Lease, Lessee shall yield up the Leased Premises in as good order, repair, and condition as the same were at Lessee's commencement of occupancy of the Leased Premises or had been put in thereafter, damage by fire, unavoidable casualty, and reasonable wear and tear excepted. All additions, fixtures, partitions, repairs, improvements to the Leased Premises, including any wiring, plumbing and any replacements thereto, shall remain upon the Leased Premises at the expiration of this Lease and become the property of Lessor; *provided, however*, that any of the same that constitute business equipment or trade fixtures shall constitute the sole and exclusive property of the Lessee provided that no security agreement in favor of Lessor remains in effect and no promissory note outstanding in which case the terms of the Security Agreement shall govern.

5.4 Lessor's Obligations. Notwithstanding anything to the contrary herein, Lessor shall be responsible for all capital repairs or improvements to the building unless such repairs or improvements are necessitated by Lessee's negligence or Default or requested by Lessee. The structural portions shall include the foundation, supporting walls, columns, beams and the roof and roof membrane. Lessor shall further be responsible for the repair and maintenance of the HVAC units. In the event the HVAC units need to be replaced such replacement shall be at lessors expense provided the replacement is not due to lessor's gross negligence.

ARTICLE 6: CONDEMNATION AND DESTRUCTION

6.1 Condemnation and Destruction. If during the term of this Lease all or any material portion of the Leased Premises is taken in condemnation proceedings or by exercise of any right of eminent domain, Lessor and Lessee shall each have the option, exercisable by written notice to the other party, to terminate this Lease as of the date of the taking. In the event of any such proceeding, each party may seek to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other party by the condemning authority. If during the term of this Lease all or any material portion of the Leased Premises is substantially damaged by fire or unavoidable casualty so that the same, in either event, shall be rendered wholly unfit or unusable for the use set forth in Section 1.2 hereof, this Lease may be terminated by Lessor or Lessee as of the time of such damage. In the event that neither Lessor or Lessee elects to terminate or if such loss is not sufficient to terminate this Lease, the rent shall be abated according to the extent of the leased area damaged for the remainder of the term or until such space shall have been restored to a tenantable condition, as the case may be; provided, however, nothing contained herein shall be construed as obligating Lessor to perform such restoration.

6.2 Assignment of Compensation. Except as set forth in Section 6.1 above, Lessor reserves all right to condemnation proceeds, damages, or other compensation payable by reason of such destruction or taking, as the case may be.

ARTICLE 7: DEFAULT

7.1 Lessee's Default. In the event that:

(a) Lessee shall neglect or fail to perform or observe any term, covenant, or condition by Lessee to be performed or observed hereunder, and such neglect or failure shall continue for more than ten (10) days after written notice to Lessee with respect to the covenant to pay rent or any other covenant calling for the payment of money by the Lessee hereunder, and more than twenty (20) days after written notice to Lessee thereof with respect to any other term, covenant or condition,

(b) Lessee shall abandon or vacate the Leased Premises,

(c) the leasehold hereby created shall be taken on execution or by other process of law,

(d) any assignment shall be made of Lessee's property for the benefit of creditors,

(e) a receiver, trustee in bankruptcy, or similar officer or custodian shall be appointed to take charge of all or any part of Lessee's property by a court of competent jurisdiction,

(f) a petition is filed by Lessee under any bankruptcy or insolvency law,

(g) a petition is filed against Lessee under any bankruptcy or insolvency law and the same shall not be dismissed within sixty (60) days from the date upon which it is filed, or

(h) Lessee is in default under any promissory note, security agreement or other agreement by and between Lessee and Lessor,

then, and in any of said cases, Lessor lawfully may, at any time thereafter, without notice, enter upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of the Lessee's former estate and expel Lessee and those claiming through or under Lessee and remove their effects or, at Lessor's election, declare said effects, including all equipment used in the operation of Lessee's business, to be the property of Lessor, all without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such entry this Lease shall terminate. The Lessee shall indemnify the Lessor against all loss of rent and other payments that the Lessor may incur by reason of such termination during the residue of the term. If the Lessee shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Lessee's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the Lessor, without being under obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of 12% percent per annum and costs, shall be paid to the Lessor by the Lessee as additional rent.

7.2 Surrender. The Lessee shall at the expiration or other termination of this Lease remove all Lessee's goods and effects from the Leased Premises (including, without hereby

limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee, either inside or outside the Leased Premises). Lessee shall deliver to the Lessor the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in good condition, damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Leased Premises, Lessor is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same under Lessor's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property

ARTICLE 8: GUARANTOR

Each Guarantor hereby jointly and severally guarantees to Lessor full and prompt payment of all liabilities of Lessee which become due and payable, in the event the Lessee shall fail to pay all or any part of such liabilities when due.

ARTICLE 9: MISCELLANEOUS

9.1 **Subletting and Assignment.** Lessee shall not assign this Lease, or sublet the Leased Premises in whole or in part, without in each case having first obtained the consent in writing of Lessor. Notwithstanding any such consent, Lessee and Guarantors shall remain liable for the payment of all rent and for the full performance of the covenants and conditions of this Lease.

9.2 **Subordination.** This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Leased Premises are a part and the Lessee shall, when requested, promptly execute and deliver such written reasonable and customary instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, deeds of trust or other such instruments in the nature of a mortgage provided that any such mortgagee or trustee shall confirm in writing the rights of Lessee hereunder.

9.3 **Lessor's Access.** The Lessor or agents of the Lessor may, at reasonable times, enter to view and inspect the Leased Premises and may require Lessee to remove placards and signs not approved and affixed as herein provided, and, with prior notice to Lessee make repairs and alterations as Lessor should reasonably elect to do and may show the Leased Premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the Leased Premises a notice for letting or selling the Leased Premises or property of which the Leased Premises are a part and keep the same so affixed without hindrance or molestation; provided that in no event shall Lessor materially interfere with Lessee's business or operations unless pursuant to the exercise of Lessor's rights as a secured party or in the event of a Default under this Lease.

9.4 **Notices.** All notices hereunder shall be in writing and shall be deemed duly given if hand delivered or if sent by certified mail, return receipt requested. If intended for Lessor,

notice shall be addressed and delivered to Lessor at 8 Kendall Drive, Lincoln, Rhode Island 02865 or to such other address as Lessor may from time to time in writing direct. If intended for Lessee, such notice shall be addressed and delivered to Lessee at the Leased Premises or to such other address as Lessee may from time to time in writing direct.

9.5 Binding Effect. The terms, covenants, and conditions in this Lease contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, heirs and legal representatives.

9.6 Captions. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit or construe or describe the scope or intent of any provisions of this Lease or in any way affect this Lease.

9.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all statements, agreements or understandings, oral or written, not contained herein relating to the matters contained herein.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed in several counterparts, each of which shall be an original, this 20th day of October, 2017.

Shiva Realty, LLC

By: _____

Gopala Vasudevan, Manager

10/3/17

Akosua Adu-Boahene, M.P.H.

By: _____

CEO, WTL Health Clinic, Inc.

Nov 3 2017

AGREEMENT BETWEEN BLACKSTONE VALLEY COMMUNITY HEALTH CARE AND WTL HEALTH CLINIC, INC. REGARDING REFERRAL AND EMERGENCY CARE

This Agreement is executed between Blackstone Valley Community Health Care (BVCHC), a Rhode Island non-for-profit corporation and WTL Health Clinic, Inc. (WTL), a Rhode Island not-for-profit corporation.

WHEREAS, BVCHC is a Rhode Island not-for-profit corporation operates federally qualified health centers in Central Falls and Pawtucket, RI that provide primary care, dental care, pediatric care, behavioral health, maternal women's health care, eye (optometry) care, social services and other supports for patients; and

WHEREAS WTL Health Clinic, Inc. is registered as a 501(c)(3) non-profit organization and registered with the Rhode Island Department of State, and

WHEREAS State regulations require WTL Health Clinic to establish administrative/clinical policies to maintain linkages and referrals with other health care facilities to assure continuity of care, and

WHEREAS, BVCHC provides medical and dental services in Central Falls and Pawtucket, RI; and

Whereas, BVCHC and WTL desire to enter into a collaborative referral agreement whereby BVCHC assists WTL patients with primary medical care needs WTL assists residents of the Blackstone Valley with screening and health education.

NOW THEREFORE, in consideration of the mutual promises contained herein, the WTL and BVCHC agree as follows:

1. Term

The initial term of this agreement will be for one (1) year commencing as of the date hereof. Thereafter, the terms of this agreement will automatically renew for successive one (1) year terms unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the then existing term that it does not wish to renew the term of this agreement.

2. Referral of Patient for Emergency Care

WTL may refer patients needing primary medical care to BVCHC for such assistance. BVCHC agrees to provide primary medical and dental care to such patients within the applicable standards and regardless of ability to pay. WTL shall provide BVCHC all relevant medical information regarding the patient in need of primary care.

3. Services provided shall include but shall not be limited to:

- i. Assessment of health status;
- ii. Diagnostic testing;
- iii. Diagnosis;
- iv. Treatment of illnesses and related conditions;
- v. Prescribing of medications and treatments;
- vi. Request exchange of medical information as necessary for the provision of patient services and provide to WTL medical record release requests;

4. Independent Contractor

The parties agree neither party shall be deemed an agent or contractor of the other. WTL shall neither have nor exercise any control over the professional judgment or methods used by BVCHC in the performance of services except with respect to obligations specifically set forth in this agreement.

5. Good Standing

BVCHC warrants that it is appropriately licensed and insured to provide primary care.

6. Billing

Each party shall directly bill and collect from patients or their third party payers for services provided and expenses incurred hereunder. Neither party shall bill the other or receive any type of remuneration from the other for the treatment of any patient under the collaborative referral arrangement. Neither party shall be held accountable to the other for the non-payment of fees by any patient who receives services. Each party understands and agrees that it shall be solely and fully responsible for ensuring that all billing will be done in accordance with

all applicable requirements of federal, state and local laws, as well as rules and regulation of third party payers.

If patient qualifies, referred services are available on a sliding fee discount schedule for WTL patients up to 200% of Federal Poverty Level. Services shall be made available to patients regardless of their ability to pay.

7. Hold Harmless

WTL and BVCHC agree to accept and to be responsible for its own acts or omissions as well as those of its employees, and nothing in this Agreement should be interpreted or construed to place any such responsibility onto the other party.

8. Notices

All notices required pursuant to this Agreement shall be in writing and wither delivered personally or sent via certified mail to the party's designated representatives who are as follows:

- i. BVCHC: Raymond Lavoie Executive Director, 39 East Avenue, Pawtucket, RI 02860
- ii. WTL: Akosua B. Adu-Boahene, President & CEO, 59 Prospect Street, Suite A, Pawtucket, RI 02860

9. Termination

This Agreement may be terminated by either party, without cause, upon (60) days prior written notice to the other party.

10. No Obligation to Refer

It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended by either party of patients to the

other party or its affiliated medical providers, in any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement.

11. Non-Solicitation

Neither party shall, at any time during the term of this agreement, or for a period of one year immediately following termination of this Agreement, unless agreed upon by both parties, solicit, hire or employ any employee of the other party, or otherwise interfere, directly or indirectly, with any contractual relationship between that party and its employees. The non-soliciting party, at its discretion, may waive the restriction set forth in this subsection, provided such waiver is in writing signed by an authorized representative of such party.

12. Entire Agreement

This Agreement contains the entire understanding between and among the parties respecting the subject matter of this Agreement. This Agreement may be subsequently modified only by a writing signed by the parties to this Agreement, except as may be otherwise expressly provided in this Agreement.

13. Governing Law

This Agreement shall be governed by the laws of the State of Rhode Island.

14. Miscellaneous

Should any provision of this Agreement be deemed unenforceable, the remaining provisions of this Agreement shall remain enforceable and be construed as if the unenforceable provision were not included.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

WTL Health Clinic, Inc.
A Rhode Island not-for-profit corporation



Name: Akosua B. Adu-Boahene, M.P.H.
Title: President & CEO

Date: 7/13/2018

Blackstone Valley Community Health Care
A Rhode Island not-for-profit corporation



Name: Raymond Lavoie
Title: Executive Director

Date: 7/10/2018



CHARITY CARE POLICY

WTL Health Clinic, Inc.

WTL Health Clinic, Inc. is committed to providing free primary care to underinsured and uninsured Rhode Islanders regardless of their ability to pay. This charity care policy is for patients who do not qualify for state or federal assistance and whose income is at or below 200% of the Federal Poverty Level. At WTL Health Clinic, Inc., we recognize that the need for charity care may be a sensitive issue for patients. We assure our patients of confidentiality and respect for individual dignity for all who seek our care.

ELIGIBILITY

To qualify for our charity care at the WTL Health Clinic, Inc., the patient must not qualify for state or federal assistance and his/her gross annual or gross monthly income must be less than the figures shown for 200% of the Federal Poverty Level. See corresponding tables below:

48 Contiguous States and D.C. Poverty Guidelines (Monthly)	
Persons in Household	200% Federal Poverty Level
	200%
1	\$ 2,023
2	\$ 2,743
3	\$ 3,463
4	\$ 4,183
5	\$ 4,903
6	\$ 5,623
7	\$ 6,343
8	\$ 7,063
Add \$360 for each additional person for families with more than 8 persons	

48 Contiguous States and D.C. Poverty Guidelines (Annual)	
Persons in Household	200% Federal Poverty Level
	200%
1	\$24,280
2	\$32,920
3	\$41,560
4	\$50,200
5	\$58,840
6	\$67,480
7	\$76,120
8	\$84,760
Add \$4320 for each additional person for families with more than 8 persons	

The Federal Poverty Levels are based on the 2018 Health and Human Services Poverty Guidelines.

INCOME VERIFICATION

To verify the income requirement for our charity care, any patient or responsible party should provide their most recent Federal Tax Return or any of two pieces of supporting documentation from the following list:

- 3 most recent employer pay stubs
- Tax Return for the most current year
- Documentation from income sources.
- Bank statement for the past 3 months



Charity Care Application Form | WTL Health Clinic, Inc.

PROOF OF IDENTIFICATION AND PROOF OF INCOME MUST ACCOMPANY THIS APPLICATION. PLEASE SEND COPIES OF ALL REQUESTED DOCUMENTS. DO NOT SEND ORIGINAL DOCUMENTS, AS THEY WILL NOT BE RETURNED.

Patient Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: _____ Email _____

Date Available: _____ Social Security No.: _____ Family Size*: _____

Initial Date of Service: _____ Requested Date of Service: _____

Are you a citizen/permanent resident of the United States? YES ☐ NO ☐ If no, are you authorized to work in the U.S.? YES ☐ NO ☐

Name of Responsible Party (If other than patient):

Last First M.I. Date: _____

*Family size includes self, spouse, and any minor children. A pregnant woman is counted as two family members

Income Verification

To qualify for our charity care at the WTL Health Clinic, Inc., the patient must not qualify for state or federal assistance and his/her gross annual or gross monthly income must be less than the figures shown for 200% of the Federal Poverty Level.

A spouse's income must be used for an adult; parent's income must be used for a minor child. Income is based on calculation of either twelve months, or one month of income prior to the date of service (See tables below).

Income Verification (Continued)

48 Contiguous States and D.C. Poverty Guidelines (Monthly)	
Persons in Household	200% Federal Poverty Level
	200%
1	\$ 2,023
2	\$ 2,743
3	\$ 3,463
4	\$ 4,183
5	\$ 4,903
6	\$ 5,623
7	\$ 6,343
8	\$ 7,063
Add \$360 for each additional person for families with more than 8 persons	

48 Contiguous States and D.C. Poverty Guidelines (Annual)	
Persons in Household	200% Federal Poverty Level
	200%
1	\$24,280
2	\$32,920
3	\$41,560
4	\$50,200
5	\$58,840
6	\$67,480
7	\$76,120
8	\$84,760
Add \$4320 for each additional person for families with more than 8 persons	

Last month's income: \$ _____

Last 12 month's income: \$ _____

To verify the income requirement for our charity care, any patient or responsible party should provide their most recent Federal Tax Return or any of two pieces of supporting documentation from the following list: Check all that apply:

- ☐ 3 most recent employer pay stubs
- ☐ Tax Return for the most current year
- ☐ Documentation from income sources.
- ☐ Bank statement for the past 3 months

Certification by Applicant

I certify that the above information regarding my family size and income is true and correct. Willful misrepresentation of these facts will make me subject to civil penalties.

I understand that it is my responsibility to advise WTL Health Clinic of any change in status regarding my income.

Signature of Patient or Responsible Party: _____ Date: _____



Doing Good & Healing All

QUALITY ASSURANCE POLICY

TABLE OF CONTENTS

Overview and Purpose.....	3
Organizational Chart.....	4
Goals and Objectives.....	6
Performance Measures.....	5
Quality Management.....	8
Quality Improvement Initiatives.....	9
Risk Management.....	11
Credentialing & Privileging	12
Appendix (Definitions).....	13

OVERVIEW AND PURPOSE

What is the WTL Health Clinic, Inc.?

The WTL Health Clinic, Inc. is an offshoot of the Health Ministry of the International Central Gospel Church (ICGC) and now a non-profit organization. Our goal is to provide comprehensive primary health care services to the working poor and immigrants in Pawtucket, RI and neighboring towns irrespective of demographic background.

History

The WTL Health Clinic, Inc. was founded in April 2016. It is an offshoot of the health ministry of the Empowerment Temple of the International Central Gospel Church (ICGC) in Pawtucket, RI founded in 2012. Over the years, we have partnered with clinicians, medical students and health organizations in Rhode Island to organize health fairs at the church for the community.

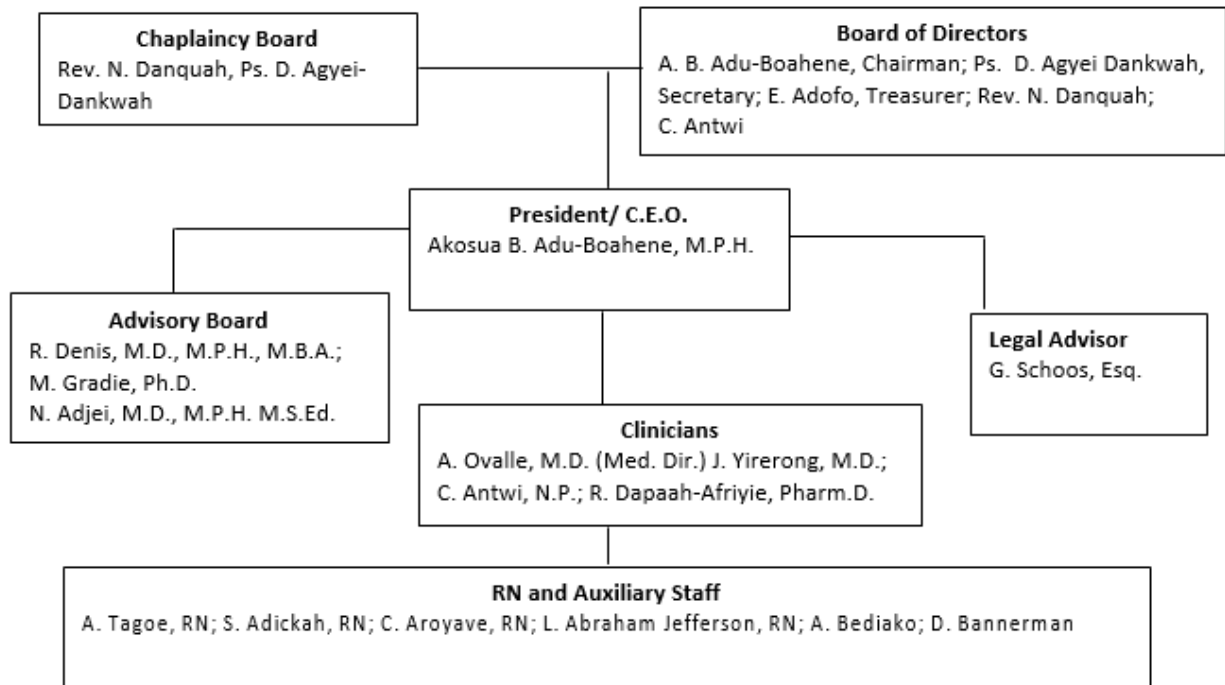
Typically, the health fairs have been one weekend long. On Saturdays, we have had Afro-gospel Zumba classes, health screening including blood pressure and glucose checks, as well as health discussions mediated by clinicians within the church and from the community. On Sundays, we have hosted health seminars and presentations by clinicians. Having been well patronized by the community as well as clinicians and students, we have been working to upgrade these health fairs to a free clinic model.

Mission: To meet the well-being and psycho-social needs of all

Vision: To restore health and transform lives

Values: Human dignity, holistic health, and excellence; regardless of religion, race, ethnicity or gender

ORGANIZATIONAL CHART



PERFORMANCE MEASURES

Performance measures will improve efficiency in quality of care measures including process, outcomes and value of care delivered. Confidentiality requirements including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) policies will be strictly followed when dealing with data that includes personal health information. Transfer from current paper charts to electronic health record system in 2018 will facilitate data entry of performance measurements. We are transitioning to VistA Electronic Health Records System, available through the US Freedom of Information Act.

They include:

a) Hypertension

Definition: Percentage of patients 18 to 85 years of age with diagnosed hypertension (HTN) whose blood pressure (BP) was less than 140/90 at the time of the last reading

Numerator: Number of patients in the denominator whose last systolic blood pressure measurement was less than 140 mm Hg and whose diastolic blood pressure was less than 90 mm Hg

Denominator: All patients 18 to 85 years of age as of December 31 of the measurement year with a diagnosis of hypertension (HTN) AND who were first diagnosed by the health center as hypertensive at some point before June 30 of the measurement year AND who have been seen for medical visits at least twice during the reporting year OR a statistically valid sample of 70 of these patients

b) Diabetes

Definition: Percentage of adult patients 18 to 75 years of age with a diagnosis of Type I or Type II diabetes, whose hemoglobin A1c (HbA1c) was less than or equal to 9% at the time of the last reading in the measurement year

Numerator: Number of adult patients whose most recent hemoglobin A1c level during the measurement year is $\leq 9\%$ among those patients included in the denominator

Denominator: Number of adult patients aged 18 to 75 as of December 31 of the measurement year with a diagnosis of Type I or II diabetes AND, who have been seen in the clinic for medical visits at least twice during the reporting year AND, do not meet any of the exclusion criteria OR a statistically valid sample of 70 of these patients

c) Adolescent Weight Screening and Follow-up

Definition: Percentage of patients aged 2 until 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year

Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year

Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday OR a sample of these patients

d) Adult Weight Screening and Follow-up

Definition: Percentage of patients aged 18 and older who had documentation of a calculated BMI during the most recent visit or within the six months prior to that visit and if the most recent BMI is outside parameters, a follow-up plan is documented

Numerator: Number of patients in the denominator who had their BMI (not just height and weight) documented during their most recent visit OR within six months of the most recent visit AND if the most recent BMI is outside parameters, a follow-up plan is documented

Denominator: Number of patients who were 18 years of age or older during the measurement year, who had at least one medical visit during the reporting year, OR a sample of these patients

e) Depression Screening and Follow-up

Definition: Percentage of patients aged 12 and older screened for clinical depression using an age appropriate standardized tool AND follow-up plan documented

Numerator: Number of patients age 12 years and older who were (1) screened for depression with a standardized tool during the measurement year and, if positive, (2) had a follow-up plan documented

Denominator: Number of patients age 12 years and older who had at least one medical visit during the measurement year

This performance measure requires health centers to report the number of patients age 12 and older screened for depression and receiving a follow-up plan (if diagnosed).

f) Total Cost per Patient

Numerator: Total accrued cost before donations and after allocation of overhead

Denominator: Total number of patients

g) Medical Cost per Patient

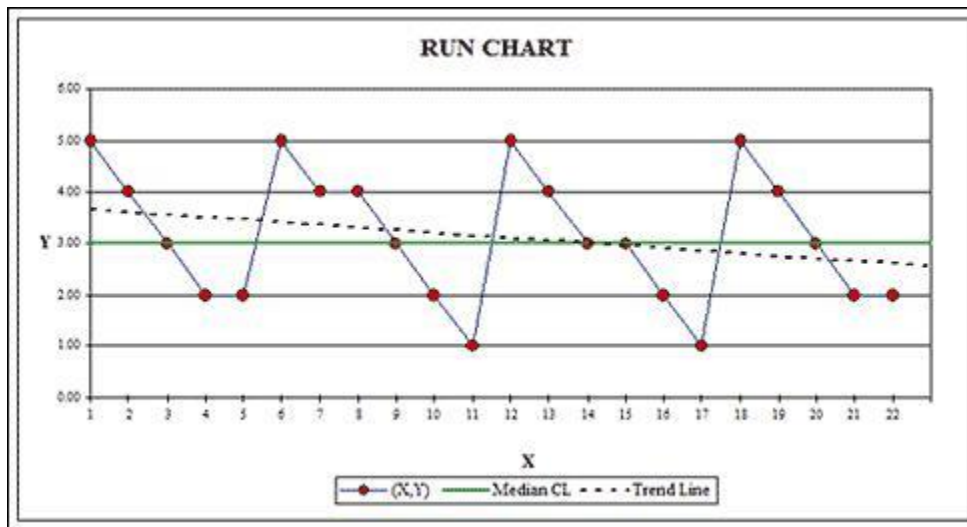
Numerator: Total accrued medical staff and other medical cost after allocation of overhead (excludes lab and x-ray cost)

Denominator: Non-nursing medical encounters (excludes nursing (RN) and psychiatrist encounters)

Assessment Tool: The performance indicators will be assessed by using Run Charts.

Run charts are used to study observed data (a performance measure of a process) for trends and patterns over a specified period of time. This tool helps you to see changes in performance over time and understand variation in process performance. It can be used to report data to senior staff or team members.

FIGURE 2: Run Chart Example



QUALITY MANAGEMENT

Quality Improvement Committee

Overall Roles and Assignment for the Quality Improvement Committee:

The responsibility for quality begins with the board of directors who authorizes the Lead Physician to provide resources to support the quality program. Delineate organizational scope of care; identify key processes and related metrics (structure, process, outcome). The Committee's goals include:

Identify goal, quality action point, and data source for each metric.

Assign metrics to appropriate categories in the specific Metric Pak.

Appoint appropriate committees, in conjunction with the Director of Quality.

Manage data collection and provide data to QM Committee(s) as needed.

Manage Quality Improvement activities:

- Assign responsibility for improvements.
- Manage Process Improvement, Re-engineering, and Root Cause Analysis projects.
- Solve problems.
- Institutionalize improvements. Develop policies and procedures as needed.

Meeting Times:

Meet quarterly to strategize and review and implement quality improvement initiatives. Meet annually for quality programs evaluation and to outline plans for improvement in the next year.

Communication:

QI initiatives launched will be communicated to WTL at the board of director meetings and progress in QI projects can be documented using activity logs and meeting minutes. Improvement efforts will can be communicated through posters and story boards displayed in common areas, through newsletters and informal verbal communication.

Evaluation:

The QI Committee will meet quarterly to review QI goals. During the last meeting for the year, the committee will discuss QI goals that were set for the year, as well as initiatives and programs that were embarked on during the year. They will also review the target performance measures. Based on the review, priorities will be set and opportunities for improvement identified for the next year. A report summarizing review process, findings, QI initiatives taken, suggested modifications, projects in progress, and recommendations for changes, will be compiled and forwarded to the Board of directors for review.

QUALITY IMPROVEMENT INITIATIVES

Once the performance of a selected process has been measured, assessed and analyzed, the information gathered by the above performance indicator(s) is used to identify a continuous quality improvement initiative to be undertaken.

The models utilized at WTL include the Plan-Do-Study-Act (PDSA) and the Lean Change Models

a) Plan-Do-Study-Act (PDSA)

The aim of PDSA quality improvement is to pursue effective changes in process that favorably affect outcomes.

FIGURE 3: Plan-Do-Study-Act Model for Improvement



It is a structured test of change idea that provides opportunity to test changes on a small scale and learn how to best adapt changes to setting. The model comprises two equally important parts:

Part 1 presents three fundamental questions that are important for improving work:

1. Aim: What are we trying to accomplish?
2. Measures: How will we know that a change is an improvement?
3. Changes: What changes can we make that will result in improvement?

Part 2 involves the Plan-Do-Study-Act (PDSA) cycle that tests and implements a change in real-work settings.

Plan: During this stage, the QI committee seek to understand the nature of the current problem and the process that underpins the problem. They then propose specific ideas about what would mitigate the problem. Before the changes are tested, the committee would secure buy-in of those that will be affected.

Do: The QI committee tests the change and collects the required data to evaluate the change. Any problems and observations during the test are documented.

Study: The QI committee then analyses the data

Act: The responses derived from the Study stage define the tasks for the Act stage. The committee may choose to abandon, adapt or adopt the improvement plan analyzed.

b) Lean Model for Improvement

The goal of this model is to eliminate waste in order to improve the value of a product or service to customers. This model defines value by what a customer (i.e., patient) wants. It maps how the value flows to the customer (i.e. patient), and ensures the competency of the process by making it cost effective and time efficient.

Assessment Tool: The models will be assessed by a hybrid of process maps and value stream maps—simple diagram of every step involved in the process and information flow needed to provide a service. It helps to identify wastes and ways to add value to the process.

RISK MANAGEMENT

The Lead Physician works with various clinicians to discuss actual, potential and alleged risk management cases and potential system improvements to improve care at all medical sites. WTL Health Clinic, Inc.'s risk management process stresses timely, constructive educational dialogues between involved parties in a continuous effort to improve the quality of patient care. WTL has malpractice insurance through the Federal Tort Claim Act (FTCA) . WTL works closely with FTCA and attorney around potential malpractice issues.

- **Incident Reporting**

Potential risk management issues will be identified through WTL's network wide incident reporting system. A copy of all incident reports is forwarded to WTL's Quality Improvement Program Manager, who maintains an incident log for tracking and analyzes trends. She works with the Office of Chief Medical Officer to identify trends on the incident log that require system-wide changes and/or educational in-services. If the Chief Medical Officer believes an incident needs further review (or a trend is observed in more than one incident report), the Chief Medical Officer may call a meeting of the WTL staff. The Quality Improvement Program Manager will also give annual reports to the WTL Board of Directors and staff on incident trends and complaint trends, as well as identify possible system improvements.

- **Incident Management**

WTL has a specific policy and procedure related to Incident Reporting. An incident is defined as any occurrence at any site or department that has produced an actual, perceived or potential injury, or any practice or product that could potentially cause an injury. According to the policy, the Supervisor or Manager who knows about the incident must immediately fill out Patient Reporting Form, documenting the nature of the incident, date, time, findings of fact, resolution, timeframe and any other applicable information. This form is then sent to the Quality Improvement Program Manager, who logs it in a tracking document, and defines the nature of the incident as one related to safety, operations or medical/clinical. The Quality Improvement Program Manager reviews incidents with the Chief Medical Officer on a regular basis. They are charged with changing systems to ensure that incidents are not repeated, and that appropriate action is taken based on the nature of the incident. They are responsible to ensure that necessary changes are made.

- **Patient Grievance Procedures**

WTL has a Patient Grievance policy and procedure that describes how patients may file formal grievances. According to the policy, the patient is directed to Member Services staff person, who documents the complaint, then sends it along to the appropriate Supervisor or Manager. The Supervisor or Manager has thirty days in which to investigate and/or resolve the grievance, communicating with the patient if appropriate, and inform Member Services of the resolution. A grievance log is compiled and sent to the Chief Medical Officer and Quality Improvement Program Manager monthly.

CREDENTIALING AND PRIVILEGING

- 1) **Credentialing** is the process of assessing and confirming the qualifications (e.g., licensure, certification, and/or registration) of a licensed or certified health care practitioner; and
- 2) **Privileging** is the process of authorizing the specific scope and content of patient care services of a licensed or certified health care practitioner. This is performed in conjunction with an evaluation of the health care practitioner's clinical qualifications and/or performance.

WTL Health Clinic, Inc. will assess and reassess the credentials and privileges of LIPs and other licensed or certified health care practitioners at least every two (2) years and approved by the governing board and Executive Director

Primary and secondary source verification will be utilized for credentialing and privileging of LIPs and other licensed or certified health care practitioners:

Method of Primary source verification:

Verification of an individual health care practitioner's reported qualification by the original source or an approved agent including internet verification from the original qualification source.

Method of Secondary source verification:

Obtaining a copy of the credential (when the copy was made from an original by an authorized participant of the organization's credentialing process).

Initial Credentialing of medical staff will include

1. Primary source verification of
 - a. Current licensure; and
 - b. Relevant education, training, or experience; and
2. secondary source verification of:
 - a. Identification (via a government issued picture ID);
 - b. Drug Enforcement Administration registration

Initial Privileging of medical staff will include

1. Primary source verification of a course of study from a recognized and certifying educational institution showing that the LIP met or passed a level of training required to perform a defined procedure or management protocol;
2. Documentation of first hand, one-on-one review of the LIP's competence in particular procedures or management protocols by a supervising clinician who possesses privileges in the particular procedures or management protocols

Approved by Board Chair, April 2018



Akosua B. Adu-Boahene, M.P.H.

APPENDIX

DEFINITIONS*

Quality Improvement (QI) refers to activities aimed at improving performance and is an approach to the continuous study and improvement of the processes of providing services to meet the needs of the individual and others.

A licensed independent practitioner (LIP) is a physician, dentist, nurse practitioner, nurse midwife, or any other *individual permitted by law and the organization to provide care and services without direction or supervision*, within the scope of the individual practitioner's license and consistent with individually granted clinical privileges.

Structure is a measure of quality *that assesses the characteristics of a care setting*, including facilities, personnel, and/or policies related to care delivery.

Process is a measure of quality that determines if the services provided to patients are consistent with routine clinical care.

Outcome is a measure of quality that evaluates patient health as a result of the care received.

Patient Experience is a measure of quality that provides feedback on patient's experiences of care. Examples of these include assessing overall experience of care and whether the patient received timely care and was satisfied with provider communication.

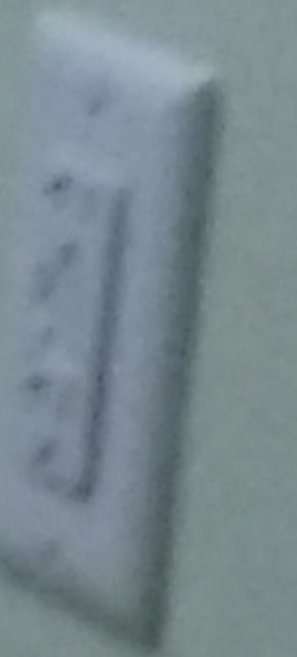
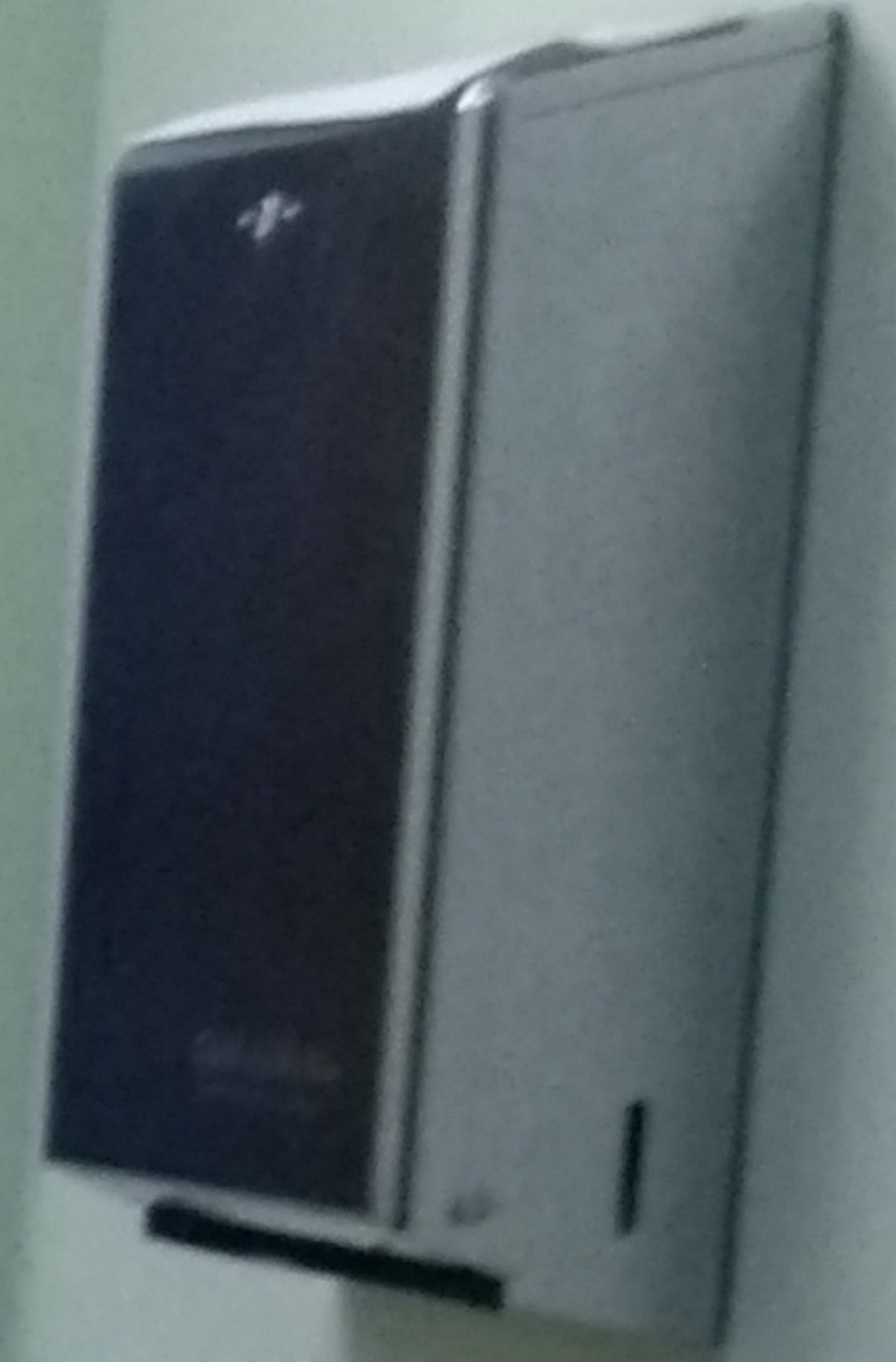
A licensed or certified health care practitioner is an individual who is licensed, registered, or certified, but is *not permitted by law to provide patient care services without direction or supervision*. Examples include, but are not limited to, laboratory technicians, social workers, medical assistants, licensed practical nurses, and dental hygienists.

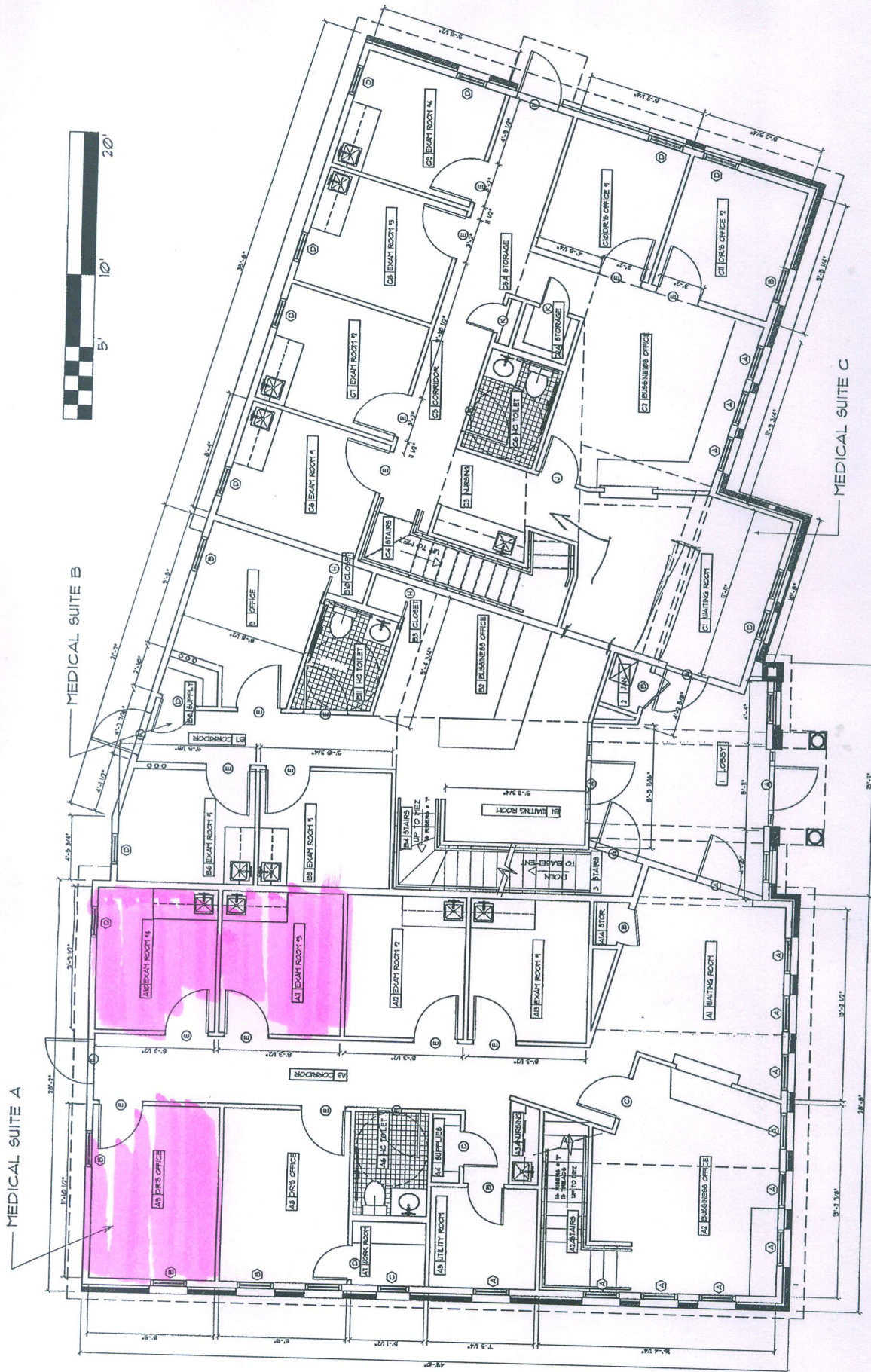
*Adapted from the Health Resources and Services (HRSA) Free Clinics (2015) URL: <http://bphc.hrsa.gov/ftca/freeclinics/>. Retrieved 12/10/15











J.C. HALL ARCHITECT
103 HIGH SERVICE AVE.
NORTH PROVIDENCE, RI 02911
401-228-7788

REVISD FIRST FLOOR PLAN
REVISED: 9/11/06

MEDICAL OFFICE BUILDING
59 PROSPECT ST.
PAWTUCKET, RI 02860



State of Rhode Island and Providence Plantations
Department of State - Business Services Division
148 W. River Street, Providence, Rhode Island 02904-2615
Phone: (401) 222-3040 | Email: corporations@sos.ri.gov | Website: www.sos.ri.gov

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV
2016 APR - 7 AM 10:11

**Articles of Incorporation
Non-Profit Corporation**
Filing Fee: \$35.00

The undersigned, acting as incorporator(s) of a corporation under RIGL 7-6-34, adopt(s) the following Articles of Incorporation for such corporation:

1. The name of the corporation is:		
WTL Health Clinic, Inc.		
2. The period of its duration is: CHECK ONLY ONE BOX		
<input checked="" type="checkbox"/> Perpetual (on-going)		
<input type="checkbox"/> Date certain for dissolution _____		
3. The specific purpose or purposes for which the corporation is organized are:		
To offer free screening services including glucose, blood pressure, and clostetral and health education, initiality once a month, [] to low-income and traditionally underserved inviduals and families in Rhode Island.		
<input type="checkbox"/> Check box for attachment		
4. Provisions, if any, not inconsistent with the law, which the incorporators elect to set forth in these articles of incorporation for the regulation of the internal affairs of the corporation are:		
See Addenda.		
<input type="checkbox"/> Check box for attachment		
5. Name and address of the initial registered agent/office in Rhode Island is:		
Name Rhode Island Center For Law And Public Policy, Inc.		
Street Address (NOT a P.O. Box) 3288 Post Road		
City Warwick	State RHODE ISLAND	Zip Code 02886

FILED^c

APR 07 2016 10:11

BY 9634370

6. The number of the initial Board of Directors of the Corporation is <u>5</u> (not less than 3 directors) and the names and address of the persons who are to serve as the initial directors are:		
NAME	ADDRESS	
Nana Danquah	15 Vincent Avenue, Worcester, MA 01603	
David Dankwah	400 Mineral Spring Avenue, Unit 30, Pawtucket, RI 02860	
Akosua Adu-Boahene	400 Mineral Spring Avenue, Unit 30, Pawtucket, RI 02860	
Adewuyi Falashade	400 Mineral Spring Avenue, Unit 30, Pawtucket, RI 02860	
If more space is required, please list on separate attachment.		<input checked="" type="checkbox"/> Check box for attachment
7. The name and address of each incorporator is:		
NAME	ADDRESS	
Akosua Adu-Boahene	400 Mineral Spring Avenue, Unit 30, Pawtucket, RI 02860	
If more space is required, please list on separate attachment.		<input type="checkbox"/> Check box for attachment
8. Date when these articles will be effective: CHECK ONLY ONE BOX		
<input checked="" type="checkbox"/> Date received (Upon filing)		
<input type="checkbox"/> Later effective date (Date must be no more than 30 days from the day of filing) _____		
Under penalty of perjury, I/we declare and affirm that I/we have examined these Articles of Incorporation, including any accompanying attachments, and that all statements contained herein are true and correct.		
Signature of Incorporator SIGN DOCUMENT HERE	Type or Print Name of Incorporator Akosua Adu-Boahene	Date March 9, 2016
Signature of Incorporator SIGN DOCUMENT HERE	Type or Print Name of Incorporator	Date
Signature of Incorporator SIGN DOCUMENT HERE	Type or Print Name of Incorporator	Date

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.



State of Rhode Island and Providence Plantations

Department of State | Office of the Secretary of State

Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly executed in
accordance with the provisions of Title 7 of the General Laws of Rhode Island, as

amended, has been filed in this office on this day:

April 07, 2016 10:11 AM

The signature is written in a cursive, flowing style in blue ink. It appears to read "Nellie M. Gorbea".

Nellie M. Gorbea
Secretary of State





State of Rhode Island and Providence Plantations
Department of State - Business Services Division

Annual Report for the year: 2018

Non-Profit Corporation

- Filing period: June 1 - June 30
 → Filing Fee: \$20.00
 → Penalty: Additional \$25.00 fee if form is not filed by July 30.

1. Entity ID Number 001662087		2. Exact name of the Corporation WTL Health Clinic, Inc.			
3. State of Incorporation Rhode Island		5. Brief description of the character of business conducted in Rhode Island Providing Free Primary Health Care for Rhode Islanders			
4. NAICS Code 813212 - Voluntary Health Org <input type="checkbox"/>					
6. Principal Office Address 59 Prospect Street, Suite A		City Pawtucket	State RI	Zip 02860	
7. List ALL officers (names and addresses) Check the box to indicate an attachment <input type="checkbox"/>					
President Name Akosua Adu-Boahene		Vice-President Name			
Street Address 59 Prospect Street, Suite A		Street Address			
City Pawtucket	State RI	Zip 02860	City	State	Zip
Secretary Name David Dankwah		Treasurer Name Evelyn Adofe			
Street Address 59 Prospect Street, Suite A		Street Address 59 Prospect Street, Suite A			
City Pawtucket	State RI	Zip 02860	City Pawtucket	State RI	Zip 02860
8. List ALL directors (names and addresses). RI Corporations MUST list at least THREE directors. Check the box to indicate an attachment <input type="checkbox"/>					
Director Name Akosua Adu-Boahene		Director Name Nana Danquah			
Street Address 59 Prospect Street, Unit A		Street Address 59 Prospect Street, Unit A			
City Pawtucket	State RI	Zip 02860	City Pawtucket	State RI	Zip 02860
Director Name David Dankwah		Director Name Coretta Antwi			
Street Address 59 Prospect Street, Unit A		Street Address 59 Prospect Street, Unit A			
City Pawtucket	State RI	Zip 02860	City Pawtucket	State RI	Zip 02860
9. Registered Agent in Rhode Island. This information is currently of record in the Department of State. Changes require filing Form 641.					
Under penalty of perjury, I declare and affirm that I have examined this report, including any accompanying schedules and statements, and that all statements contained herein are true and correct.					
This report must be signed by either the President, Vice-President, Secretary, Assistant Secretary, Treasurer, duly Authorized Representative, Receiver or Trustee.					
Name of Officer/Authorized Representative Akosua Adu-Boahene				Date 6/29/18	
Signature of Officer/Authorized Representative					

FILED

MAIL TO:
 Division of Business Services
 148 W. River Street, Providence, Rhode Island 02904-2615
 Phone: (401) 222-3040
 Website: www.sos.ri.gov

JUL 02 2018

BY

528 DS

FORM 631 - Revised: 11/2017

WTL HEALTH CLINIC, INC.

BYLAWS

ARTICLE I

Name and Offices

Section 1.1 **NAME.** The name of the Corporation shall be the WTL HEALTH CLINIC, INC., herein referred to as the “Corporation.”

Section 1.2 **CORPORATE OFFICES.** The principal office of the Corporation shall be located within Providence or Kent Counties, Rhode Island. The Corporation may from time to time establish such other offices as the Board of Directors may designate or as the affairs of the Corporation may require.

Section 1.3 **PURPOSE.** To offer free ambulatory primary care services to low-income and underserved individuals and families in Rhode Island, with a specific initial focus on the underserved residents of the City of Pawtucket and Central Falls.

ARTICLE II

Board of Directors

Section 2.1 **GENERAL POWERS.** The business and affairs of the Corporation shall be conducted under the direction of, and the control and disposal of, the Corporation’s properties and funds shall be vested in a Board of Directors, except as otherwise provided in the Nonprofit Corporation of law of the State of Rhode Island, the Corporation’s Articles of Incorporation, or these Bylaws.

Section 2.2 **NUMBER, ELECTION, TERM, AND QUALIFICATIONS.** The Board of Directors shall consist of not less than three (3) Directors of the Corporation and not more than eleven (11) Directors. The number of Directors shall be set from time to time by a resolution of the Board of Directors. The Directors shall be divided into two (2) classes as nearly equal in number as possible and shall be known as Class I and Class II.

Each director shall hold office for a term of two years, except that for the first Board elected in 2016:

a) Two (2) Directors in Class I shall have their term expire in 2017 (and every two years thereafter);

b) Two (2) Directors in Class II shall have their term expire in 2018 (and every two years thereafter).

Initially, the Directors of Class I shall serve a term of one (1) year and Directors of Class II for a term of (2) years, and each Director shall hold office until his or her successor is elected and qualified, or until his or her earlier death, resignation, or removal. At each subsequent annual meeting of the Corporation, the successor to those Directors whose term then expires shall be elected to serve a term of two (2) years and until their successors are elected and qualified or until their earlier death, resignation, or removal. No Director shall serve for more than four (4) consecutive terms. Any Director who wishes to serve longer than four (4) consecutive terms is required to relinquish his or her position as Director after four (4) consecutive terms for no less than one (1) year, after which time he or she can either be nominated by the Governing Committee or offer himself or herself at the annual Meeting of the Corporation for election to the Board of Directors of the Corporation.

Section 2.3 BOARD MEMBER ATTENDANCE. If a Director is absent from a minimum of three (3) meetings per year, that Director will be deemed to have resigned and his or her position shall be deemed to have become vacant for the remainder of his or her term or until that vacancy is filled pursuant to Section 2.5 of these Bylaws. At the discretion of the Board Chair, imposition of this rule may be waived and absences excused due to extenuating circumstances.

Section 2.4 NOMINATION OF DIRECTORS. Nominations for Director may be submitted by incumbent Directors, officers of the Corporation, and members of the Advisory Council. The Governing Committee shall, after giving due consideration to such recommendations and such other persons as it may wish to consider, present its slate of Director nominees to the Board of Directors and the Advisory Council no later than twenty (20) days prior to the annual meeting of the Corporation. This notice may be disseminated by letter, electronic communication, facsimile, or publication in any newsletter of the Corporation.

Section 2.5 VACANCIES. Any Director may resign at any time by giving written notice to the Board Chair, Corporation President, or Secretary of the Corporation. Such resignation shall take effect at the time specified therein, and, if not specified therein, it shall take effect upon receipt and the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the Board of Directors for any reason may be filled by an affirmative vote of a majority of the remaining Directors then in office, even if less than a quorum. A Director elected to fill a vacancy shall be elected

for the unexpired term of his or her predecessor and until his or her successor is elected and qualified or until his or her earlier death, resignation, or removal.

Section 2.6 REGULAR MEETINGS. A regular annual meeting of the Board of Directors shall be held promptly after the annual meeting of the Corporation, at the time and place determined by the Board for the purpose of electing Officers and for the transaction of other business as may properly come before the meeting. There shall be no less than **four (4)** regular meetings, including the annual meeting, of the Board of Directors in each calendar year, and the Board of Directors shall provide by resolution the time and place for the holding of such additional regular meetings.

Section 2.7 SPECIAL MEETINGS. The Board Chair may call a special meeting of the Board of Directors, or the Executive Committee, whenever he or she deems it necessary, and shall call a special meeting whenever requested to do so in writing by three (3) or more Directors or by the President of the Corporation. The Board Chair shall fix the place and time for holding any special meeting of the Board of Directors. Notice of each special meeting stating the purpose, place, day and hour of the meeting shall be given to each Director at his or last known business or home address at least **two (2)** days prior thereto by mailing written notice, or at least **one (1)** day prior thereto by personal delivery of written notice or by telephonic or telegraphic notice or other electronic means of notice (and the method of notice need not be the same for each Director). If mailed, such notice shall be deemed to be given when deposited in the United States mail, with postage thereupon prepaid. If sent by facsimile machine or other electronic means, such notice shall be deemed to be given when the facsimile machine or other electronic means prints or acknowledges that the transmission was successfully executed.

Section 2.8 WAIVER OF NOTICE. Any Director may waive receipt of notice of any meeting before, at, or after such meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of convening the meeting or objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted nor the purpose of any regular meeting of the Board of Directors need be specified in the notice or waiver of notice for such meeting.

Section 2.9 PRESUMPTION OF ASSENT. A Director of the Corporation who is present at a meeting of the Board of Directors at which an action on a corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting, or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after adjournment of the meeting or if dissent is not noted when the minutes are circulated or approved, the dissenting Director(s) may direct its inclusion. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 2.10 **QUORUM AND VOTING.** A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Each Director shall be entitled to one (1) vote and the vote of the majority of the Directors present in person at a meeting at which a quorum is present shall be an act of the Board of Directors unless a greater number is specifically required by these Bylaws, by the Corporation's Articles of Incorporation, or by state law. If less than a quorum is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present. A Director may vote or act by proxy at any meeting of the Directors if the proxy is executed in writing pursuant to the requirements contained in R.I.G.L. § 7-6-20(b) or any successor statute. The written proxy shall relate to a specific agenda item and shall be for a duration specified in the written proxy.

Section 2.11 **COMPENSATION.** Directors shall not receive compensation for their services as such, although reasonable expenses of Directors for attendance at Board meetings may be paid or reimbursed by the Corporation. **Directors shall not be disqualified from receiving reasonable compensation for services rendered to or for the benefit of the Corporation in any other capacity.**

Section 2.11.1 **COMPENSATION FOR SERVICES.** Before a Director is permitted to render service for compensation, the following steps will be undertaken:

- a. Apart from detailing the services intended to be provided, the Director in question will recuse him/herself from all deliberations and review of the need for services to be provided.
- b. The Board Chair will convene an ad hoc committee for the purpose of:
 1. Assessing the need for the proposed services;
 2. Assessing the qualifications of the Director proposing to provide such services;
 3. Review the availability of alternative providers of the proposed services;
 4. Assess the costs for the proposed services;
 5. Determine the terms/conditions/costs of any agreement with the Director, if it is deemed to be prudent to contract with the Director to render services, under which services shall be rendered.
- c. The ad hoc committee shall report its findings to the full Board of Directors.
- d. The Board shall vote to either accept or reject the proposal to provide services. All votes shall be recorded and made a part of the record of the Board meeting.
- e. Upon acceptance of the proposed services, a formal contract detailing the terms/conditions/costs under which services shall be provided shall be executed by both the Board Chair, acting for the Corporation, and the Director permitted to render services to the Corporation.

Section 2.12 **MEETINGS BY TELEPHONE OR TELECONFERENCE.** Members of the Board of Directors or any Committee may participate in a meeting of the Board or Committee by means of conference telephone or similar communications equipment by

which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 2.13 **ACTION WITHOUT A MEETING.** Any action required or permitted to be taken at a meeting of the Directors or Committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken or to be taken, is signed by all of the Directors or Committee members entitled to vote upon such action at a meeting. Such consent, which may be signed in counterparts, shall have the same force and effect as a unanimous vote of the Directors or Committee members.

Section 2.14 **BOARD CHAIR.** At its annual organizational meeting, the Board of Directors shall elect, from among those who are, or are to be, Directors of the Corporation, a Board Chair who shall, when present, preside at all regular and special meetings of the Board of Directors, and of the members of the Corporation, shall present at the annual meeting of the Board of Directors and the Advisory Council of the Corporation a report on the activities of the Corporation during the preceding year, and shall generally perform all other duties incident to office, required by the Bylaws or from time to time assigned to him or her by the Board of Directors.

Section 2.14.1 **Vice Chair of the Board.** If one or more shall be elected by the Board of Directors from among those who are, or are to be, Directors of the Corporation, the Vice Chair(s) of the Board shall assist the Board Chair, as requested, in the performance of his or her duties and shall have such other functions as these Bylaws may provide or as the Board of Directors or Board Chair may assign from time to time. In addition to the foregoing, the Vice Chair shall possess the powers and perform the duties incumbent upon the Board Chair during his or her absence or disability. In the event there is more than one Vice Chair, the Board of Directors shall designate one to possess the powers to perform the duties incumbent upon the Board Chair during his or her absence or disability.

ARTICLE III

Officers and Agents

Section 3.1 **NUMBER AND QUALIFICATIONS.** The Officers of the Corporation shall consist of a President, one or more Vice Presidents, the Board Chairperson, the Board Vice Chairperson, a Treasurer, and such other Officers, Assistant Officers and Agents, Assistant Secretaries and Assistant Treasurers, as may be deemed necessary or desirable by the Corporation's Directors or state law. One person may hold more than one office at a time, except that no person may simultaneously hold the offices of President and Treasurer. The Corporation President shall not be a member of the Board of Directors.

Section 3.2 **ELECTION AND TERM OF OFFICE.** The Officers of the Corporation shall be elected in the case of Directors, or appointed in the case of the President/Vice-President, by the Corporation's Directors commencing on the date of the annual meeting of the Board of Directors held subsequent to the annual meeting of the Board of Directors and the Advisory Board. Each Officer shall hold office for a term of one (1) year or until his or her successor shall have been duly elected and shall have qualified, or until his or her earlier death, resignation or removal.

Section 3.3 **COMPENSATION.** The compensation of the President shall be fixed from time to time by the Board of Directors. However, during any period in which the Corporation is a private foundation as described in section 509(a) of the Internal Revenue Code, no payment of compensation, or payment or reimbursement of expenses, shall be made in any manner that might result in the imposition of any liability under section 4941 of the Internal Revenue Code.

Section 3.4 **REMOVAL.** Any Officer or Agent may be removed by the Board of Directors, or a Committee appointed by the Board for such purpose, with or without cause, whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an Officer or Agent shall not in itself create contract rights. Section 3.5 **VACANCIES.** Any Officer may resign at any time, subject to any rights or obligations under any existing contracts between the Officer and the Corporation, by giving written notice to the Board Chair or the President or the Secretary. If the Corporation President resigns his or her office, he or she will give written notice to the Board Chair. An Officer's resignation shall take effect at the time specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office, however occurring, may be filled for the unexpired portion of the term by action of the Board of Directors, if the vacant position is one held by a Director or by the President; or by the President, with the advice and counsel of the Board Chair, if the vacant office is a staff position.

Section 3.6 **AUTHORITY AND DUTIES OF OFFICERS.** The Officers of the Corporation shall have the authority and shall exercise the powers and perform the duties specified by the President, the Board of Directors, or these Bylaws, except that in any event each Officer shall exercise such powers and perform such duties as may be required by law; except that the Corporation President or Vice-President shall not participate in any duties relating to the assessment of their own performance and compensation reviews.

Section 3.6.1 **Corporation President.** The Board of Directors shall elect a President who, as Chief Executive Officer under its supervision and direction, shall carry on the general affairs of the Corporation. The President shall be a member of the staff of the Corporation and shall be a non-voting member of all Committees. It shall be his or her duty to approve the expenditure of the monies appropriated by the Board of Directors in accordance with the budget approved by the Board of Directors.

The President shall make an annual report and periodic reports to the Board of Directors concerning the programs of the Corporation. He or she shall comply with all orders from the Board of Directors. All Officers, (except the Board Chair and Vice Chair(s), and other Directors), Agents, and employees shall report and be responsible to the President. He or she shall perform such other duties as may be determined from time to time by the Board of Directors.

Section 3.6.2 Vice President(s). The Board of Directors shall elect one or more Corporation Vice Presidents who shall assist the President in carrying out the programs of the Corporation. In the event of the prolonged absence or disability of the President, the Board shall appoint one Vice President as acting President and, as such, the acting President shall have all the authority and duties vested in the President.

Section 3.6.3 Secretary. The Board of Directors shall elect a Corporation Secretary who shall attend the meetings of the Directors and, to the extent feasible, of all the Committees of the Board, and shall record the proceedings of the Corporation and of the Board of Directors and of all Committees of the Board, at their respective meetings. He or she shall provide for notification of the Advisors and Directors of the Corporation of their respective meetings in accordance with these Bylaws, shall be the custodian of the corporate records and seal, shall furnish certifications of Board actions, Bylaws, and organizational documents, and shall perform such other duties as may be required by these Bylaws or as may be assigned by the Board of Directors of the President. In the absence of the Secretary, the Board Chair shall appoint a person to act as Secretary of a particular meeting.

Section 3.6.4 Assistant Secretary. If one or more shall be elected, the Assistant Secretary(ies), in the absence of the Secretary, shall have all the authority and duties vested in the Secretary. He or she shall perform such duties as may be assigned to him or her by the Secretary, the Board of Directors, or the President.

Section 3.6.5 Treasurer. The Board of Directors shall elect a Treasurer who shall be the financial Officer of the Corporation and will receive and deposit in a bank or banks to be approved by the Board of Directors all the monies of the Corporation and keep an accurate account thereof. He or she shall make disbursements subject to such regulations as may be determined from time to time by the Board of Directors, and shall make reports of the finances of the Corporation annually and whenever requested by the Board of Directors or the President. He or she shall perform such other duties as may be required by these Bylaws or as may be assigned by the Board of Directors or the President. At the end of his or her term of office, the Treasurer shall deliver to his or her successor all books, monies, and other property of the Corporation then in his or her possession. The Board of Directors may require the Treasurer to give such security as it may direct for the faithful performance of his or her duties.

Section 3.6.6 Assistant Treasurer. If one or more shall be elected, the Assistant Treasurer, in the absence of the Treasurer, shall have all the authority and duties vested in

the Treasurer. He or she shall perform such duties as may be assigned to him or her by the Treasurer, the Board of Directors, or the President.

ARTICLE IV

Committees of the Board

Section 4.1 **DESIGNATION OF COMMITTEES.** The Board of Directors may designate one or more standing or Special Committees to direct the business of the Corporation. Each such Committee may exercise the authority granted to it by the Board's enabling resolution.

Section 4.2 **LIMITATION ON COMMITTEE POWER.** No Committee shall have the authority of the Board of Directors to amend, alter, or repeal these Bylaws; to elect, appoint, or remove any member of any such Committee or any Officer or Director of the Corporation, except as specifically provided in this Section 4.2; to amend the Articles of Incorporation of the Corporation; to restate the Corporation's Articles of Incorporation; to adopt a plan of merger or adopt a plan of consolidation with another Corporation; to authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; to authorize the voluntary dissolution of the Corporation or to revoke proceedings therefore; to adopt a plan for the distribution of the assets of the Corporation; to amend, alter, or repeal any resolution of the Board of Directors; or as otherwise may be prohibited by law. Rules governing procedures for meetings of any Committee or the Board shall be established by the Board of Directors or, in the absence thereof, by the Committee itself. If no rules are established, then the rules that govern the Directors shall govern each Committee. All Committees are to report promptly to the Board and only take such action(s) as is (are) specifically designated in these Bylaws or in the resolution establishing the Committee or setting forth its duties and responsibilities. Each Committee shall consist of one (1) or more Directors and such other persons as the Board may designate, who need not be members of the Board of Directors. The Board may designate one or more persons as alternate members of the Committee, and such alternates may replace any absent or disqualified member of the Committee at any meeting of the Committee. In the absence or disqualification of a member of the Committee, and the alternate or alternates, if any, designated for such Committee member, the member or members of the Committee present at any meeting and entitled to vote, whether or not they constitute a quorum, may unanimously appoint another person to act at the meeting in the place of any such absent or disqualified member of the Committee or alternate. Members of the Committee shall serve until the next annual meeting of the Corporation or until their successors are appointed.

Section 4.3 **COMMITTEE CHAIR.** Each year, at its initial meeting, each Committee shall elect one of its members to serve as Committee Chair. Committee Chairs shall be members of the Corporation's Board of Directors. If the Board of Directors establishes a new Committee by resolution at a meeting other than the annual Meeting of the Board of Directors, the Board Chair, with the approval of the Board of Directors, shall similarly appoint its Chair at the time the Committee is established or within a reasonable time

after the establishment of the Committee. The Committee Chair, appointed by the Board Chair with the consent of the Board of Directors, shall serve for the remainder of the calendar year of his or her appointment; thereafter, at its initial annual meeting the next year and each year thereafter, the Committee will elect one of its members to serve as Committee Chair consistent with this section.

Section 4.4 **COMMITTEE MEETINGS.** Meetings of the Committees of the Board of Directors may be called by the respective Chairs thereof or by any two (2) members of the Committee. At all meetings of any Committee, a majority of the members of the Committee shall constitute a quorum for the transaction of business, and the act of the majority of members of the Committee present at any meeting thereof at which there is a quorum shall be the act of the Committee, except as may be otherwise specifically provided for by the Bylaws.

Section 4.5 **EXECUTIVE COMMITTEE.** Each year at its annual meeting, the Board of Directors shall elect from among those who are, or are to be, Directors of the Corporation upon election, an Executive Committee consisting of at least two (2) Directors.

Section 4.5.1 **Composition.** The Executive Committee so elected shall include the Board Chair, the Board Treasurer, and in a non-voting capacity the President and Vice President of the Corporation. Vacancies in the Executive Committee shall be filled by the Board of Directors. The Board of Directors, at its sole discretion, may appoint additional members from the Advisory Board to serve in a non-voting capacity.

Section 4.5.2 **Powers and functions.** During the intervals between meetings of the Board of Directors, as necessary, the Executive Committee shall, subject to Section 5.2 hereof, possess and may exercise all the powers and functions of the Board of Directors in the management and direction of the affairs of the Corporation in all cases in which specific direction shall not have been given by the Board of Directors. The Executive Committee, at its sole discretion, may defer taking action and refer all issues until the next scheduled meeting of the Corporation's Board of Directors.

Section 4.5.3 **Reports to Board required.** All actions of the Executive Committee shall be reported to the Board of Directors at its next meeting succeeding such action. Regular minutes of the proceedings of the Executive Committee shall be kept. A majority of the voting members of the Executive Committee in office at the time shall be necessary to constitute a quorum and in every case an affirmative vote of the majority of the voting members of the Committee present at a meeting shall be necessary for the taking of any action.

Section 4.5.4 **Rules of procedure.** The Executive Committee shall fix and establish its own rules of procedure and shall meet as provided by such rules and shall also meet at the call of its Chair or any two (2) other voting members of the Committee.

Section 4.6 **GOVERNING COMMITTEE.** The Board of Directors shall designate, at or within a reasonable time after the annual meeting of the Board of Directors, a Governing Committee, comprised of at least two (2) independent Directors, that shall be responsible for proposing persons for election as Directors at the next annual meeting of the Corporation, on in the event of Director vacancies between the annual meetings of the Corporation, may propose replacement Directors for election to the Board of Directors, and shall also recommend persons for consideration as Officers to be elected at the next annual meeting of the Board of Directors. The Governing Committee shall annually, or more frequently if necessary, review the composition of the Board with respect to such factors as gender, ethnicity, age, industry representation, geographic dispersion, the number, function, and expertise needs of committees, and the needs of the Board and the Corporation. Based upon that review, the Governing Committee shall make recommendations to the Board of Directors. Additionally, the Governing Committee shall review all policies of the Corporation and suggest to the Board of Directors any necessary revisions to the Corporation's policies.

Section 4.6.1 **Membership of the Governing Committee.** The Governing Committee will consist of at least two (2) Directors, and the Corporation President and Vice President of the Corporation, except that the Corporation President and Vice-President shall not participate in recommending candidates for election to the Board of Directors. A majority of the members of the Governing Committee in office at the time shall be necessary to constitute a quorum and in every case an affirmative vote of the majority of the voting members of the Committee present at a meeting shall be necessary for the taking of any action.

Section 4.6.1 **Rules of procedure.** The Governing Committee shall fix and establish its own rules of procedure and shall meet as provided by such rules and shall also meet at the call of its Chair or any two (2) other members of the Committee.

Section 4.7 **AUDIT COMMITTEE.** The Board of Directors shall designate, at or within a reasonable time after the annual meeting of the Board of Directors, an Audit Committee composed of at least **two (2)** independent Directors, which shall:

Section 4.7.1 **Recommend independent auditor.** Recommend the firm to be employed as the Corporation's independent auditor, and review and approve the discharge of any such firm. The Committee shall also review and approve the independent auditor's compensation, the terms of its engagement by the Corporation, and the independence of such auditor.

Section 4.7.2 **Review independent audit.** Review, in consultation with the independent auditor, the result of each independent audit of the Corporation, the report of the auditor, any related management letter, and management's responses to recommendations made by the independent auditor in connection with the audit.

Section 4.7.3 **Review annual financial statements.** Review, in consultation with the independent auditor and management, the Corporation's annual financial statements; any

report or opinion rendered by the independent auditor in connection with those financial statements; and any dispute between management and the independent auditor that arose in connection with the preparation of those financial statements. The Committee shall review and report to the Board of Directors with respect to the financial portions of the Corporation's annual report.

Section 4.7.4 Review of financial statements. Review, before or after publication, the Corporation's quarterly financial statements.

Section 4.7.5 Plan external audits. Consider, in consultation with the independent auditor, the scope and plan of forthcoming internal and external audits.

Section 4.7.6 Evaluate internal accounting controls. Consider, in consultation with the independent auditor and the chief internal auditor, if any, the adequacy of the Corporation's internal accounting controls.

Section 4.7.7 Evaluate accounting principles and practices. Consider, when presented by the independent auditor or otherwise, material questions of choice with respect to the choice of appropriate accounting principles and practices to be used in preparation of the Corporation's financial statements.

Section 4.7.8 Compliance with conflict of interest and code of ethics. Review the expense accounts and perquisites of Officers and senior staff and the Corporation's compliance with its conflict of interest policy and code of ethical conduct.

Section 4.7.9 Consider other financial matters. Have power to inquire into any financial matters in addition to those set forth in sections 4.7.1 through 4.7.8.

Section 4.7.10 Perform other assignments. Perform other functions as may be assigned to it by law, the Corporation's Bylaws, or the Board of Directors.

Section 4.8 COMPENSATION COMMITTEE. The Board of Directors shall designate, at or within a reasonable time after the annual meeting of the Board of Directors, a Compensation Committee, composed of independent Directors, that shall review and evaluate the performance and recommend to the Board or determine the annual salary and other benefits, direct or indirect, of the senior executives of the Corporation.

ARTICLE V

Directors- Emeritus

Upon recommendation by the Nominating Committee, the Board may elect one or more Director(s)-emeritus with the right to attend all regular and special meetings thereof, but with no power to make motions or to vote and who shall not be counted in determining a quorum and with no right to receive notices of meetings. No Director-

emeritus will be privy to confidential communications between the Board of Directors and any counsel retained by the Corporation.

ARTICLE VI

Advisory Council

Section 6.1 **COMPOSITION AND PURPOSE.** The Board Chair may appoint, with approval of the Board, an Advisory Council to promote the objectives of the Corporation, further its purposes, and advise the Board of Directors concerning the general principles applicable thereto, and the progress of the work of the Corporation.

Section 6.2 **ADVISORY COUNCIL CHAIR.** The Chair of the Board of Directors of the Corporation shall appoint the Chair of the Advisory Council, with the approval of the Board of Directors.

Section 6.3 **ADVISORY COUNCIL FUNCTION.** The Advisory Council shall organize as appropriate, as determined by the majority of its members, or by the Chair of the Advisory Council, as the Board shall direct. Advisory Council members shall deliver opinions and advice as requested by the Board; shall provide independent judgement and opinions on matters brought to it by the Board; shall participate in discussions at Board meetings, as invited by the Board, on matters brought to the Council; and each member may be asked independently of the full Council, to provide services and advice to the Board on matters within the Council member's unique expertise.

Section 6.4 **ADVISORY COUNCIL MEMBER ELEVATION TO DIRECTOR.** Nothing in Article VI, nor in any other Article or Section in these By-laws, shall preclude a member of the Advisory Council from election to the Board of Directors to fill any vacancy that may occur.

ARTICLE VII

Indemnification

Except to the extent expressly prohibited by the Rhode Island Non Profit Corporation Statute, the Corporation shall indemnify any person made or threatened to be made a party to or called as a witness in or asked to provide information in connection with any pending or threatened action, proceeding, hearing, or investigation, or any appeal therein (other than an action or proceeding by or in the right of the Corporation to procure a judgment in its favor), whether civil or criminal, including an action by or in the right of any other Corporation of any type or kind, including an action by or in the right of any other Corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan, or other enterprise, which any Director or Officer of the Corporation served in any capacity, at the request of the Corporation, by reason of the fact that he or she is or was, or he or she is the executor, administrator, heir, or successor of a person who is or was a Director or Officer of the Corporation, or served

such other Corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such Director or Officer acted in good faith, for the purpose that he or she reasonably believed to be in, or, in the case of service for any Corporation or any partnership, joint venture, trust, employee benefit plan, or other enterprise, not opposed to, the best interests of the Corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his or her conduct was unlawful.

Except to the extent expressly prohibited by the Rhode Island Non Profit Corporation Statute, the Corporation shall indemnify any person made, or threatened to be made, a party to an action by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she was, or he or she is the executor, administrator, heir, or successor of a person who is or was a Director or Officer of the Corporation, or is or was serving at the request of the Corporation as a Director or Officer of the Corporation, or is or was serving at the request of the Corporation as a Director or Officer of any Corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan, or other enterprise, against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with the defense or settlement of such action, or in connection with an appeal therein, if such Director or Officer acted, in good faith, for a purpose which he or she reasonably believed to be in, or, in the case of service for any Corporation or partnership, joint venture, trust, employee benefit plan, or other enterprise, not opposed to, the best interests of the Corporation, except that no indemnification under this paragraph shall be made with respect to (1) a threatened action, or a pending action that is settled or otherwise disposed of, or (2) any claim, issue or matter as which such person shall have been judged to be liable to the Corporation, unless and only to the extent that the court in which the action was brought, or if no action was brought, any court of competent jurisdiction, determines upon application that, in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnity for such portion of the settlement amount and expenses as the court deems proper.

The termination of any civil or criminal action or proceeding by judgment, settlement, conviction, or upon any plea of nolo contendere or its equivalent, shall not in itself create a presumption that any such Director or Officer did not act in good faith for a purpose that he or she reasonably believed to be in, or, in the case of service for another Corporation or partnership, joint venture, trust, employee benefit plan, or other enterprise not opposed to the best interests of the Corporation or that he or she had reasonable cause to believe that his or her conduct was not unlawful.

No indemnification shall be made under this Bylaw if a judgment or other final adjudication adverse to such person establishes that his or her acts were committed in bad faith or were the result of active or deliberate dishonesty and were material to the cause of action so adjudicated, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled, and provided further that no

such indemnification shall be required with respect to any settlement or other nonadjudicated position of any threatened or pending action or proceeding unless the Corporation has given its consent to such settlement or other disposition.

The Corporation shall advance or promptly reimburse, upon request of any person entitled to indemnification hereunder, all expenses, including attorneys' fees actually and reasonably incurred defending any action or proceeding in advance of the final disposition thereof, upon receipt of a written undertaking by or on behalf of such person to repay such amount if such person is ultimately found not to be entitled to indemnification, or, where indemnification is granted, to the extent the expenses so advanced or reimbursed exceed the amount to which the person is entitled.

Nothing in the Bylaw shall limit or affect any other right of any person to indemnification or expenses, including attorneys' fees, under any statute, rule, regulation, Certificate of Incorporation, Bylaw, insurance policy, contract, or otherwise.

No elimination of this Bylaw, and no amendment of this Bylaw adversely affecting the right of any person to indemnification or advancement of expenses hereunder shall be effective until the sixtieth (60th) day following notice to such person of such action, and no elimination of or amendment to this Bylaw shall deprive any person of his or her rights hereunder arising out of alleged or actual occurrences, acts, or failures to act prior to such sixtieth (60th) day. The provisions of this paragraph shall supercede anything to the contrary in these Bylaws.

The Corporation shall not, except by elimination or amendment of this Bylaw in a manner consistent with the preceding paragraph, take any corporate action or enter into any agreement which prohibits, or otherwise limits the rights of any person to indemnification in accordance with the provisions of this Bylaw. The indemnification of any person provided by this Bylaw shall continue after such person has ceased to be a Director or Officer of the Corporation and shall inure to the benefit of such person's heirs, executors, administrators, and legal representatives.

The Corporation is authorized to enter into agreements with any of its Directors, Officers, or employees extending rights of indemnification and advancement of expenses to such persons to the fullest extent permitted by applicable law, or to provide such indemnification and advancement of expenses pursuant to a resolution of the Board of Directors, but the failure to enter into any such agreement or to adopt any such resolutions shall not affect or limit the rights of such person pursuant to this Bylaw. It is hereby expressly recognized that all Directors and Officers of the Corporation, by serving such after the adoption hereof, are acting in reliance on this Bylaw and that the Corporation is estopped to contend otherwise. Additionally, it is hereby expressly recognized that all persons who are Directors or Officers of the Corporation and who also serve as Directors, Officers, or employees of Corporations that are subsidiaries or affiliates of the Corporation (or otherwise entities controlled by the Corporation) are conclusively presumed to serve or have served as such at the request of the Corporation, and, unless prohibited by law, are entitled to indemnification under this Bylaw.

For purposes of this Bylaw, the Corporation shall be deemed to have requested a Director or Officer of the Corporation to serve an employee benefit plan where the performance by such person of his or her duties to the Corporation also imposed duties on, or otherwise involves services by, such person to the plan or participants or beneficiaries of the plan, and excise taxes assessed on a person with respect to an employee benefit plan pursuant to applicable law shall be considered indemnifiable expenses, and action taken or omitted by a person with respect to an employee benefit plan in the performance of such person's duties for a purpose reasonably believed by such person to be in the interest of the participants and beneficiaries of the plan, shall be deemed to be for a purpose that is not opposed to the best interests of the Corporation.

A person who has been successful, on the merits or otherwise, in the defense of a civil or criminal action or proceeding shall be entitled to indemnification as authorized by this Article. Except as provided in the preceding sentence and unless ordered by a court, any indemnification under this Bylaw, under any contract or otherwise, shall be made by the Corporation if, and only if, authorized in the specific case.

(1) By the Board of Directors acting by quorum consisting of Directors who are not parties to such action or proceeding upon a finding that the Director or Officer has met the standard of conduct set forth in the first paragraph of the Article;

(2) If such quorum is not obtainable or, even if obtainable, a quorum of disinterested Directors so directs, or by the Board of Directors upon the opinion in writing of independent legal counsel that indemnification is proper under the circumstances because the standard of conduct set forth in the first or second paragraph of this Article has been met by such Director or Officer.

If any expenses or other amounts are paid by way of indemnification, otherwise than if by court order or action by its members, the Corporation shall, not later than the next annual meeting of the Board of Directors and the Advisory Council, unless such meeting is held within three (3) months from the date of such payment and, in any event, within fifteen (15) months from the date of such payment mail to all members of the Board of Directors and the Advisory Council of record at the time entitled to vote for the election of Directors, a statement specifying the action taken, or, such statement shall be included in the records of the Corporation open for public inspection.

In case any provision of this Article shall be determined at any time to be unenforceable in any respect, the other provisions shall not in any way be affected or impaired thereby, and the affected provision shall be given the fullest possible enforcement in the circumstances, it being the intention of the Corporation to afford indemnification and advancement of expenses to its Directors and Officers, acting in such capacities or in other capacities specified in this Article, to the fullest extent permitted by law.

ARTICLE VIII

Conflict of Interest

Section 8.1 **CONFLICT DEFINED.** A conflict of interest may exist when the interests or activities of any Director, Officer, or staff member may be seen as competing with the interests or activities of the Corporation, or the Director, Officer, or staff member derives a financial or other material gain as a result of a direct or indirect relationship.

Section 8.2 **DISCLOSURE REQUIRED.** Any possible conflict of interest shall be disclosed to the Board of Directors by the person concerned, if that person is a Director or an Officer of the Corporation, or to the Corporation President, or to such person or persons as he or she may designate, if the person is not a Director or Officer of the Corporation.

Section 8.2.1 **ABSTINENCE FROM VOTE.** When any conflict of interest relates to a matter requiring action by the Board of Directors, the interested person shall call it to the attention of the Board of Directors or its appropriate Committee and such person shall not vote on the matter; provided however, that any Director disclosing a conflict of interest may be counted in determining the presence of a quorum at a meeting of the Board of Directors or Committee thereof.

Section 8.3 **ABSENCE FROM DISCUSSION.** Unless requested to remain present during the meeting, the person having the conflict shall retire from the room in which the Board or its Committee is meeting, and shall not participate in the final deliberation or decision regarding the matter under consideration. However, that person shall provide the Board or Committee with any and all relevant information.

Section 8.4 **MINUTES.** The minutes of the meeting of the Board or Committee shall reflect that the conflict of interest was disclosed and that the interested person was not present during the final deliberation or vote and did not vote. When there is doubt as to whether a conflict of interest exists, the matter shall be resolved by a vote of the Board of Directors or its Committee, excluding the person concerning whose situation the doubt has arisen.

8.5 **ANNUAL REVIEW.** A copy of this conflict of interest Bylaw shall be furnished to each Director, Officer, and senior staff member who is presently serving the Corporation, or who may hereafter become associated with the Corporation. This policy shall be reviewed annually for the information and guidance of the Directors, Officers, and staff members. Any new Director, Officer, and staff member shall be advised of this policy upon undertaking the duties of such office. Annually, every Director, Officer, and staff member will sign a certification of knowledge of the conflict of interest policy and his or her agreement to comply with the conflict of interest policy; and such certification will be maintained in the permanent records of the Corporation.

ARTICLE IX

Miscellaneous

Section 9.1 **BOOKS AND MINUTES.** The Corporation shall keep correct and complete books and records of account and financial statements and shall also keep minutes of the proceedings of the Board of Directors and Committees. All books and records of the Corporation may be inspected by any Director or his or her accredited agent or attorney, for any proper purpose at any reasonable time.

Section 9.2 **FISCAL YEAR AND AUDIT.** The fiscal year of the Corporation shall be January 1 through December 31, inclusive. After the close of each fiscal year of the Corporation, financial transactions of the Corporation for the preceding fiscal year shall be reviewed by a certified public accountant, as directed by the Board of Directors, and a report of the review shall be made to the Board of Directors within ninety (90) days after the close of the fiscal year.

Section 9.3 **CONVEYANCES AND ENCUMBRANCES.** Property of the Corporation may be assigned, conveyed or encumbered by such Officers of the Corporation as may be authorized to do so by the Board of Directors, and such authorized persons shall have the power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease, or other disposition of all or substantially all of the property and assets of the Corporation shall be authorized only in the manner prescribed by the applicable law. Authorization conferred to such persons for the sale, exchange, lease, or other disposition of all or substantially all property owned by the Corporation shall be conferred upon a vote of two-thirds (2/3) of the Board of Directors.

Section 9.4 **DESIGNATED CONTRIBUTIONS.** The Officers of the Corporation may accept on its behalf, in accordance with the policies and procedures set up by the Board of Directors, any designated contribution, grant, bequest, or devise consistent with the Corporation's general tax-exempt purposes, as set forth in the Corporation's Articles of Incorporation. As so limited, donor designated contributions will be accepted for special funds, purposes, or uses. Further, the Corporation shall retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used in a manner consistent with the restrictions contained in the grant and the Corporation's exempt purposes.

Section 9.5 **LOANS TO DIRECTORS AND OFFICERS PROHIBITED.** No loans or advances, other than customary travel advances, shall be made by the Corporation to any of its Directors or Officers.

Section 9.6 **NO PRIVATE INUREMENT.** The Corporation is not organized for profit and is to operated exclusively for one or more of the purposes specified in Section 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of

distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, and in the promotion of social welfare in accordance with the purposes stated in the Corporation's Articles of Incorporation. The net earnings of the Corporation shall be devoted exclusively to charitable and educational purposes and shall not inure to the benefit of any private individual. No Director or person from whom the Corporation may receive any property or funds shall receive or be entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Corporation be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors; provided, however that (a) reasonable compensation may be paid to any Director while acting as an Agent, including consultant, contractor, or employee of the Corporation for services rendered in affecting one or more purposes of the Organization; and (b) any Director, may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of the Organization.

Section 9.7 REFERENCES TO THE INTERNAL REVENUE CODE. All references in these Bylaws to provisions of the Internal Revenue Code are to provisions of the Internal Revenue Code of 1986, as amended, and shall include the corresponding provisions of any subsequent federal tax laws.

Section 9.8 AMENDMENTS. These Bylaws may be amended, repealed, or modified, and new Bylaws adopted, by an affirmative vote of a majority of the Board of Directors. Any notice of a meeting at which these Bylaws are to be amended, repealed, or modified shall include notice of such proposed action.

Section 9.9 PRIVATE INUREMENT. Notwithstanding any other provision of the Articles of Incorporation or these Bylaws, the Corporation shall not engage in any activities not permitted (1) by a nonprofit corporation exempt from federal income tax under 501(c)(3) of the Internal Revenue Code, or (2) by a nonprofit corporation, contributions to which are tax deductible under Section 170(c)(2) of the Internal Revenue Code.


9.10 DISSOLUTION. On dissolution of the Corporation, all of its net assets shall be paid over or transferred to one or more exempt organizations of the kind described in Internal Revenue Code Section 501(c)(3). The organization to receive such property shall be designated by the Board of Directors. Any assets not so disposed of shall be disposed of by the District Court in Kent County, Rhode Island exclusive for one or more exempt purposes within the meaning of Internal Revenue Code Section 501(c)(3), or to such organization or organizations as such court shall determine, which are organized and operated exclusively for such purposes.

9.11 SEVERABILITY. The invalidity of any provision of these Bylaws shall not affect the other provisions hereof, and in such event, these Bylaws shall be construed in all respects as if such invalid provisions were omitted.

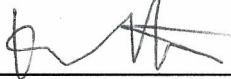
BYLAWS CERTIFICATE

The undersigned certify that they are members of the Board of Directors of WTL Health Clinic, Inc., a Rhode Island nonprofit Corporation, and that, as such, s/he is authorized to execute this Certificate on behalf of said Corporation, and further certify that the foregoing Bylaws, consisting of eighteen (19) pages, including this page, constitute the Bylaws of the Corporation as of this date, duly adopted by the Directors of the Corporation on July 8, 2018 at the regular meeting of the Board of Directors.

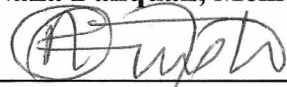
Dated July 8, 2018



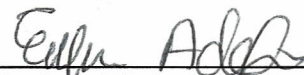
Akosua Boadiwaa Adu-Boahene, Member of the Board of Directors




Nana Danquah, Member of the Board of Directors



David Dankwah, Member of the Board of Directors



Evelyn Adofo, Member of the Board of Directors



Coretta Antwi, Member of the Board of Directors

FORM **990-N****Electronic Notice (e-Postcard) for
Tax-Exempt Organizations Not
Required To File Form 990 or 990-EZ****2017****Open to Public
Inspection**Form 990-N MUST be filed electronically. **Do NOT** mail this form to the IRS.

For calendar year 2017, or tax year beginning _____ and ending _____

<input type="checkbox"/> Final return/ terminated	Name of organization	Employer ID number
	WTL Health Clinic, Inc.	81-1618293
	Doing business as	Telephone number
	WTL Health Clinic, Inc.	(401)475-7585
<input checked="" type="checkbox"/> Gross receipts are normally \$50,000 or less.	Number and street (or P.O. box if mail is not delivered to street address) Room or suite	
	59 Prospect Street A	
	City or town, state or province, country, and ZIP or foreign postal code	
	Pawtucket, RI 02860	
	Website:	
wtlhealthclinic.org		
Name and address of principal officer:		
Name of principal officer:		
Akosua B. Adu-Boahene		
Number and street (or P.O. box if mail is not delivered to street address) Room or suite		
400 Mineral Spring Ave 30		
City or town, state or province, country, and ZIP or foreign postal code		
Pawtucket, RI 02860		